



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 5, 2007

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EL SOL SHUTTLE SERVICE
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for the El Sol Shuttle Service in an amount not to exceed \$2,350,047 for the three-year term (\$783,349 annually) to Parking Concepts, Inc., d.b.a. Transportation Concepts, a California Corporation, located in Irvine, California, and direct the Chairman to execute the contract. This contract will be for a period of three years commencing on July 1, 2007, with two 1-year renewal options, not to exceed a total contract period of five years. Funds for the first contract year are available in the First Supervisorial District's Proposition A Local Return Transit Program in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funds for the second and third contract years and the approved contract renewal years will be made available through Public Works' annual budget process.

4. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract and to account for increased hourly rates if Contractor-provided vehicles are required when County vehicles are out of service, and for fuel adjustments in accordance with the contract.
5. Delegate authority to the Director to renew the contract for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve the contractor's entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for the operation of the El Sol Shuttle Service, formerly known as the East Los Angeles Shuttle Service. The El Sol Shuttle provides local transit services to residents in the unincorporated County area of East Los Angeles and access to the following points of interest: major shopping centers, senior centers, youth and community centers, educational destinations, medical providers, public parks and recreational areas, public libraries, and civic centers. The work to be performed will include, but not be limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; administration of training and safety programs; maintenance and repair of service vehicles and equipment; processing of warranty claims for the County vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service, unless specifically identified to be contributed by the County.

Public Works has contracted for this service since June 2000. The current contract for this service expires on June 30, 2007. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for a total amount not to exceed \$2,350,047 for the three-year term (\$783,349 annually), plus an additional 25 percent per contract year for unforeseen, additional work within the scope of work of the contract and to account for increased hourly rates if Contractor-provided vehicles are required when County vehicles are out of service, and for fuel adjustments in accordance with the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly service rates quoted by the contractor. This contract will commence on July 1, 2007, for a period of three years with two 1-year renewal options, not to exceed five years.

The necessary funds for the first contract year are available from farebox revenue and the First Supervisorial District's Proposition A Local Return Transit Program in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funds to finance the second and third contract years and the contract's renewal years will be made available through Public Works' annual budget process. Any change to the fare will be established after a public hearing meeting.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

This Proposition A contract does not allow for a cost-of-living adjustment. However, this contract does contain a provision for cost adjustments based on the price of fuel on a monthly basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel (Enclosure A).

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage rate of \$9.64 per hour with qualifying health benefits.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This discretionary project is statutorily exempt from CEQA pursuant to Public Resources Code § 21080 (b) (10).

CONTRACTING PROCESS

On December 21, 2006, Public Works solicited proposals from 128 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable Memorandum of Understanding, the RFP of this contracted service was submitted on December 21, 2006, to the Local 660 Union for review before being released to the public. The Union did not ask to meet with Public Works.

On February 5, 2007, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. All proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works and Los Angeles City Department of Transportation staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, labor/payroll record keeping, equipment, driver safety record, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Parking Concepts, Inc., d.b.a. Transportation Concepts, located in Irvine, California.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
June 5, 2007
Page 6

CONCLUSION

Enclosed are three copies of the contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

LC

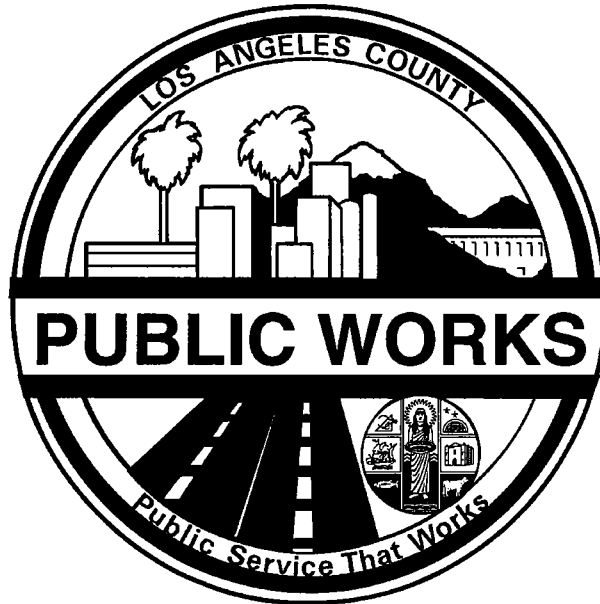
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Enc. 5

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

Part II Agreement

DEPARTMENT CONFORM



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

PARKING CONCEPTS, INC., d.b.a.
TRANSPORTATION CONCEPTS

FOR

EL SOL SHUTTLE SERVICE
(2007-PA001)

AGREEMENT FOR
EL SOL SHUTTLE SERVICE

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and PARKING CONCEPTS, INC., d.b.a. TRANSPORTATION CONCEPTS, a California Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 5, 2007, hereby agrees to provide services as described in the attached specifications for El Sol Shuttle Service, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, System Map and Schedules; Exhibit F, Contractor-Provided Service Vehicle Specifications; Exhibit G, County-Provided Service Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Transit Security Plan; Exhibit J, Vehicle Appearance/Cleanliness Checklist; Exhibit K, Fuel Price Adjustments; Exhibit L, Sample Calculation of the Fuel Adjustment: Purchasing Fuel at Market Prices; Exhibit M, Terminal Manager's Compliance Checklist; Exhibit N, Monthly Ridership Form (MR-20) for LACMTA Consolidated NTD Report; and Exhibit O, Preventative Maintenance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$2,350,047 for the three year contract term (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be awarded to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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FIFTH: This Contract's initial term shall be for a period of three years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall conform with requirements outlined in Exhibit A, Paragraph H, Rates and Compensation. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: The Proposer is purchasing fuel using Market Prices. The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at

<http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm> for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L. Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services, and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through O, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Yvonne B. Bente*
CHAIR, PRO TEM Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *[Signature]*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

PARKING CONCEPTS, INC., d.b.a.
TRANSPORTATION CONCEPTS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

57 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER


By *[Signature]*
Its President

Gill Brenner
Type or Print Name

By *[Signature]*
Its Secretary

Secretary
Type or Print Name

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u> County of <u>ORANGE</u> On <u>5/17/07</u> before me <u>NANCY HANGER NOTARY PUBLIC</u> <small>NAME, TITLE OF OFFICE - e.g. J. Jane Doe, Notary Public</small> personally appeared <u>GILL BARNETT</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally know to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"><p>NANCY HANGER COMM. # 1614998 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY COMM. EXPIRES OCT. 21, 2009</p></div> <p>Witness my hand and official seal.</p> <p style="text-align: center;"><u>Nancy Hanger</u> <small>SIGNATURE OF NOTARY</small></p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input checked="" type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____, AND _____ <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GRARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>					
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"><tr><td rowspan="4" style="width: 25%; vertical-align: top;">THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</td><td style="width: 75%;">Title or Type of Document <u>AGREEMENT - EL SOL SHUTTLE SERVICE</u></td></tr><tr><td>Number of Pages _____ Date of Document _____</td></tr><tr><td>Signer(s) Other Than Named Above _____</td></tr><tr><td> </td></tr></table>		THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>AGREEMENT - EL SOL SHUTTLE SERVICE</u>	Number of Pages _____ Date of Document _____	Signer(s) Other Than Named Above _____	
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	Number of Pages _____ Date of Document _____					
	Signer(s) Other Than Named Above _____					

SCOPE OF WORK

EL SOL SHUTTLE SERVICE (2007-PA001)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Arnel Dulay of Programs Development Division, who may be contacted at (626) 458-5909, e-mail address: adulay@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

1. The El Sol Shuttle will provide a local shuttle, the El Sol Shuttle Service (Service), to residents in the unincorporated County area of East Los Angeles and access to the following points of interest:

- Major Shopping Centers
- Senior Centers
- Youth and Community Centers
- Educational Destinations
- Medical Providers
- Public Parks and Recreational Areas
- Public Libraries
- Civic Centers

See Exhibit E for current route map.

C. Work Description

The work to be accomplished under these specifications shall be the continuation of a community shuttle Service which serves the unincorporated areas of East Los Angeles, hereinafter referred to as the Service.

The Contractor shall operate the shuttle Service subject only to the general policies and direction of the County with regard to management and operations and to the provisions and requirements of this Exhibit A, Scope of Work. The Contractor shall do all things, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for the County vehicles; assisting in public relations and promotions; preparation of

reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

D. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibits E, System Map and Schedules. This Service is planned to operate between the hours of 6 a.m. and 7 p.m., Monday through Friday, and 9 a.m. and 5 p.m. on Saturdays

Service shall not operate on Sundays and the following major holidays: New Year's Day, Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Whenever one of these holidays occur on a Saturday or Sunday, and is celebrated on the preceding Friday or the following Monday, Service shall operate on a normal schedule on the date of celebrating the holiday. For example, if Independence Day falls on a Sunday, but is celebrated on Monday (July 5th), normal Service shall be provided on Monday, July 5th. Likewise, if Independence Day falls on a Saturday, but is celebrated on Friday (July 3rd), normal Service shall be provided on Friday, July 3rd.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit E. If the Director of Public Works determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Director and Contractor shall plan and institute such changes jointly within the terms of this Contract.

The Contractor agrees that total revenue Service hours may be increased or decreased by up to 20 percent without renegotiation of basic vehicle Service hour unit price over the term of this Contract.

Any modification will be furnished by the Director to the Contractor at least 30 calendar days prior to any Service revision unless a shorter time period is mutually agreeable to both parties.

E. Equipment

1. Transit Vehicles

a) Contractor-Provided and Operated Service Vehicles

Unless otherwise determined by the County, at its sole and absolute discretion, Service shall be provided by the Contractor using Contractor-provided vehicles. The Contractor shall be responsible for providing three vehicles that meet or exceed the required specifications described in Exhibit F, Contractor-Provided Service Vehicle Specifications, hereinafter referred to as "Contractor Vehicle."

b) County-Provided Service Vehicles

At its discretion, County may provide up to seven service vehicles as described in Exhibit G, County-Provided Service Vehicle Specifications or low-emission, gasoline-powered vehicles with similar Contractor Vehicle specifications hereinafter referred to as "County Vehicle". This County-owned vehicle will replace Contractor-provided buses and leased to the Contractor at a rate of \$1 per month. Upon receiving County-owned vehicle. Contractor shall be responsible for operating and maintaining it. Contractor shall be responsible for the costs required to keep County-owned vehicle properly maintained, insured, serviced, and stored.

In the event of a County Vehicle breakdown or it is out of Service, Contractor shall provide sufficient Contractor Vehicles to continue uninterrupted Service during all periods in which the County Vehicle is not available for Service.

c) Support Vehicles

The Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d) Supplemental Vehicles

The Contractor may be directed by the Director to provide and operate vehicle(s) for Service in the event demand for Service exceeds the capacity provided by vehicles described in the above. The supplemental vehicles shall meet or exceed the required specifications described in Exhibit F and shall be approved by the Director prior to being placed into Service.

2. General Terms for Transit Vehicles

Contractor shall acknowledge receipt, condition, and working order of any County Vehicles and equipment and any County Vehicles and equipment subsequently added to the fleet, when received.

All vehicles, related accessories, equipment, and facilities required by this Contract shall be maintained by Contractor in good order and in a condition satisfactory to Director. Upon request by the Director, reports regarding vehicles' conditions, operation status, complaints, or other relevant information pertaining to Service shall be forwarded to Director within 30 days of the Director's request. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Contractor shall provide spare vehicles equipped with air conditioning and lift equipment in the event the assigned vehicles breakdown. The spare vehicles should be similar in kind to vehicles. The cost of the spare vehicles shall be included in Contractor's actual overall Service operating costs. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to the American Disability Act (ADA).

Contractor shall be prohibited from the sale, assignment, or sublease of County Vehicles or equipment. Contractor shall also be prohibited from using County Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver all County Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Director) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Director may inspect vehicles, equipment, and all other peripheral equipment prior to Contract expiration/termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Director, at his own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or shall deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

Contractor shall, at its sole expense, repair or replace any County Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If equipment is to be replaced by Contractor, it shall be with a County-approved exact duplicate or as stipulated by Director.

In no event shall Contractor's liability exceed the actual book value of a vehicle and/or equipment so damaged. At Director's sole option, the insurance funds received by Contractor, plus any applicable deductible, can be submitted to the County in lieu of a replacement vehicle or equipment.

Book value of vehicles shall be based on straight-line depreciation over the years of useful life with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new vehicles are placed into Service. The final sale price (excluding taxes, license fees, and documentation fees) of the new vehicle(s) shall be used as the basis for depreciation.

3. Communication Equipment

The Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC).

Contractor shall be aware of California VC Section 23125.

Contractor shall also be aware of SB1613, the "hangup and drive" Bill, adopted by the Legislature in 2006 and approved on September 15, 2006, by the Governor.

- a) Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service. Contractor shall be responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

b) Internet Access and E-Mail

Contractor shall maintain Internet access and a valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Program Manager and the Maintenance Manager. Contractor shall provide the Contract Manager with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c) Business Contact Telephone Number

Contractor shall provide the Contract Manager with a business contact telephone number that shall be answered by a live person during Service operation hours. The person answering the telephone shall be able to put the Director in contact with key management personnel in case of an emergency.

d) 24-Hour Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. A person in management shall be available to return a call to the Director within one hour after being requested even during non-business hours. This management person shall be able to address all operational issues in case of an emergency.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicles and equipment. Facilities shall include:
 - a. An enclosed work space sufficient to allow maintenance personnel to Service vehicles and be protected from the weather.
 - b. A concrete shop floor capable of withstanding the maximum weight of Service vehicles.
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicles.
 - d. A compressed air supply.
 - e. Tire changing equipment.
 - f. Battery maintenance equipment and spare batteries.
 - g. Vehicle lubrication equipment.
 - h. All tools and equipment necessary to perform required preventive maintenance activities.

- i. All tools and equipment necessary to Service vehicles, perform component adjustments, and make mechanical repairs.
- j. Facilities and equipment necessary to wash and clean the vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- l. A lighted maintenance pit or an appropriate OSHA or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of Service vehicles six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide propane (LPG) or compressed natural gas (CNG) if vehicle specified in either Exhibit F, Section I or Section II is operated by Contractor.

G. Vehicle and Equipment Maintenance

1. Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Director and in accordance with manufacturers' recommended maintenance procedures as well as with applicable Federal and State regulations. Contractor shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract. If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall so notify Director immediately and outline steps that shall be taken to correct deficiency(ies). Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "satisfactory" rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County-Owned Vehicles Only)

Director will provide Contractor with the written manufacturers' warranty for each County Vehicle. Contractor shall become County's designated warranty agent for all County Vehicles. Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County-owned

vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all Service vehicles as described in Exhibit J, Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. A Service vehicle may be removed from Service by Contract Manager for unacceptable appearance.

a. Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances shall the "hosing out" (water wash down) of vehicle interiors be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as, gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before Vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the vehicles.

b. Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include Vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining the artwork on the exterior of the Vehicles.

c. Fumes

The interior passenger compartments of vehicles shall at all times be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

The County has a zero tolerance for graffiti. Any Service vehicle that is vandalized with graffiti shall be removed from revenue Service. The vehicle can not be returned to Service until the graffiti has been completely removed.

4. Daily Pretrip and Posttrip Vehicle Inspection and Servicing

Each Vehicle shall receive a daily pretrip and posttrip inspection by the operator (driver) prior to being placed in Service and after the vehicle is taken out of Service. Contractor's daily Pretrip and Posttrip vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by Director. Daily pretrip and posttrip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pretrip and posttrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by Contractor and be submitted to County as required herein.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing

on the daily pretrip and posttrip vehicle inspection report in written checklist format.

Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem.

5. Wheelchair Lifts or Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance. Wheelchair lifts or ramps shall be fully operational whenever a vehicle is used in Service. It is unlawful to assign vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not In Service."

7. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Director.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise, which would impair the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Public Works, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify the Contract Manager in writing of the reason for the delay and the estimated completion date. The deadline may be extended at the Contract Manager's sole discretion. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles for Service at the recommended vehicle manufacturer's specifications, and as set forth in Exhibit O, Preventative Maintenance. The Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee identification, and signatures of the mechanics who performed the work and the maintenance supervisor who inspected the work.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of the schedule. Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles nor shall Service be curtailed for the purpose of performing maintenance without prior written consent of the Contract Manager.

e. Brake Inspection/Adjustment

Brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

f. Heating, Venting, and Air Conditioning

The Heating, Venting, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times throughout the year.

g. Spare Parts

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain vehicles in operating condition at all times.

h. Vehicle Towing

In the event that towing of any Service vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, the Contractor is responsible for all work performed by any subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service vehicle breakdown, the maximum response time for a substitute Service vehicle with a wheelchair lift or ramp and working air conditioner to be made available for the patrons shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service vehicle containing, at a minimum, the following information:

- a. Make
- b. Model
- c. Serial Number/Contractor Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. Preventive Maintenance Inspections (PMI) Reports
- h. Daily Pretrip and Posttrip Vehicle Inspection Reports
- i. Work Orders
- j. Warranty Work
- k. Major Mechanical Repair/Unit Replacement
- l. Body/Interior Repairs (cosmetic)

Contractor shall make available and submit the entire file to the Contract Manager, the CHP, and/or other regulatory agency upon a request to do so at any time.

10. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California VC for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Director and/or by CHP. Director shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Director within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall

expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Director of same.

H. Rates and Compensation

Rates

1. County-Provided Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of Service vehicle Service hours provided with County vehicles times the rate provided in Form PW-2, Schedule of Prices hereinafter referred to as "County Vehicle Rate"; less ii) all amounts collected from Revenue pursuant to Section H.3, less iii) any and all liquidated damages pursuant to this Exhibit, Section AA, Liquidated Damages. A vehicle service hour is defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit E.

Unless otherwise provided for herein, County vehicle Rate above shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

2. Contractor-Provided Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with Contractor vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "Contractor Hourly Vehicle Rate," less ii) all amounts collected from Revenue pursuant to Section H.3, less iii) any and all liquidated damages pursuant to Exhibit A, Section AA, Liquidated Damages. A vehicle Service hour is defined as the actual hours of Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibits E, System Map and Schedules.

Unless otherwise provided for herein, Contractor Hourly Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Scope of Work.

3. Fares and Revenue

- a) The cash fare shall be \$0.25 cents per trip for the general public. However, the following patrons shall be able to board the El Sol Shuttle free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a Los Angeles County Metropolitan Transportation Authority (Metro) disabled pass.
- Small children (age five and younger when traveling with a fare-paying adult).

This service shall also accept Metro passes including E-Z Pass, the monthly, bi-monthly, weekly, and daily pass as a paid fare.

- b) Any changes to the fares will be supplied by County to Contractor at least 10 business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Such training shall be performed by Contractor.

- c) Revenue

Contractor shall be responsible for the protection of the fare box revenues. All revenue generated by Service from fare box return and the sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly statement to County and will be subject to County audit.

- d) Financial Audit Settlement

If at any time during the term of the agreement, or at any time within three years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County by cash payment, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

4. Claims for Payment

Contractor shall submit County-provided monthly operation cost claims to County along with documentation thereof and all required reports in the form and number required by County no later than the 15th day of the following month for payment for Service. Operating costs shall be submitted as amount due Contractor. Invoices shall be sent to:

County of Los Angeles
Department of Public Works
Fiscal Division Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Subject to acceptance and approval by the Contract Manager, payments will normally be made within 30 calendar days.

I. Pass-Through Costs (County-Owned Vehicles Only)

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will allow Contractor to pass-through the amounts necessary to cover the following specific items only if Director has authorized the work in writing prior to Contractor's initiation of work for the item. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units for County-Owned Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Contract Manager immediately, after making such determination and subsequently in writing, detailing the reason for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. County will reimburse Contractor only for the costs associated with the work approved by Contract Manager on the engines, transmissions, and differential units. Costs associated with the removal and replacement of engines, transmissions, and differential units including associated replacement of attachment devices, gaskets, seals, etc. shall be the responsibility of Contractor.

2. Air Conditioning

County recognizes that during the term of this Contract, air-conditioning compressors, in use on County vehicles equipped with air-conditioning systems utilizing refrigerant, may be prone to failure. If Contractor determines that an air-conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, Contractor shall notify Contract Manager immediately, after making such determination and subsequently in writing, detailing the reasons for such a determination.

After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the recommended work. Contract Manager will allow Contractor to pass-through the costs related to actual repair/replacement of the compressor/clutch unit as described above, any air-conditioning filter (filter-dryer) that required replacement as a result of the specific compressor failure and replacement refrigerant as may be required as a result of the specified compressor failure. County will reimburse Contractor only for the costs associated with the components and refrigerant as described above.

Costs associated with the removal and replacement of air-conditioning compressor/clutch unit filter and refrigerant shall be the responsibility of Contractor.

3. Vehicle Repaint/Graphics

Should a County vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. Contractor will only be permitted to pass-through to County costs relating to the actual repaint, lettering, and decaling work. All costs associated with vehicle body repair, due to an accident, in order to restore the vehicle to County specifications, shall be the responsibility of Contractor. Contractor will be permitted to pass-through painting and decaling costs resulted from County vehicles changing Services such as new color schemes and decals reflecting new Service names and phone numbers. Contractor will not be allowed to pass-through costs for painting and decaling work required for repairing blemishes that occurred before Contractor received the vehicles. Such blemishes shall be noted during pre-acceptance inspections so that Contract Manager can work with the prior Service provider to correct them. All work related to the pass-through costs shall be approved, in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Vehicles

If Contractor believes that a County-Provided vehicles may require complete mechanical overhaul, and/or rehabilitation, that is not covered by the vehicle's warranty, Contractor shall so notify Contract Manager in writing in order to meet County specifications. In such instances, Contract Manager will inspect vehicle and make determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the task necessary as part of Contract Manager's assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., to perform necessary work. Contract Manager will reserve the right to inspect and approve the facility where the work shall be performed. Contract Manager will have the right to perform preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of vehicle, Contractor shall invoice County for such work along with all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between five to ten percent of the amount due the selected facility for the approved work until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Other Pass-Through Repairs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to vehicles that are beyond the control of Contractor and have not been identified in 1 through 4 above. In order to be eligible for pass-through costs for items not specifically mentioned in paragraphs 1 through 4 above, Contractor shall present the required Scope of Repairs to Contract Manager. Contractor shall obtain Contract Manager's approval of the Scope of Repairs in writing prior to any repair work commencing.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all Service records as requested by County and as required for good business practices. Contractor shall monitor Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce, or increase the frequency of operations. County will have the right to have authorized County personnel board, at no cost to County, all Vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar Service upon request by County and approval by the other jurisdiction. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

Additional documentation of Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Director. It shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

County, or any person authorized by County, will at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

3. Compensation Due to Force Majeure

In the event that the Contractor is precluded from starting this Service described herein for those excusable reasons cited in Section T hereinafter, the Contractor shall not receive compensation under this Service for the excusable delay. If the excusable delay occurs following the start of the regularly scheduled Service, the Contractor shall be compensated as specified in this Exhibit.

K. Personnel

Contractor shall be solely responsible for the satisfactory work performance of all employees providing Service and shall be solely responsible for payments of all employees and/or subcontractor wages and benefits. Without any additional

expense to County, Contractor shall comply with all the requirements of employee liability, Workers' Compensation, employment insurance, and social security.

Contractor shall hold County, its Board and each member thereof, and every officer, agent, and employee free and harmless from any and all liability, damages, claims, costs, and expenses of any nature arising from Contractor's alleged violations of personnel practices. County will have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel such as the Program Manager or Maintenance Manager, as described below, at any time prior to or after execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit Services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. Contractor shall maintain a daily diary (log) for this purpose that shall be subject to inspection by County. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the objection.

1. Program Manager

Contractor shall designate a Program Manager whose responsibility shall be to oversee the day-to-day operations of Service. Said Program Manager shall have full authority to act for Contractor and shall be reachable via telephone or cell phone during the hours of Service. The Contractor's Program Manager shall have at least three years' experience in the provision of fixed-route Service with a fleet size of 2 to 20 vehicles.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be dedicated to Service and shall be reachable at all times via telephone or cell phone during the scheduled hours of Service.

3. Office Personnel

Contractor shall employ personnel from 8 a.m. to 5 p.m., Monday through Friday and during other operating Service hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and shall have access to a

computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. County personnel may, at their discretion, ask questions about the operation, maintenance, complaints, or status of vehicles, etc., via e-mail. Office personnel shall be able to research County questions with his/her superiors and respond to County personnel via e-mail.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate the Service vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment, controlled substance and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service vehicle operators. Operators' wages and work hours shall be in accordance with Federal, State, and local regulations, including County's Living Wage, affecting such employment.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate Service vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for Service vehicle operators and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a vehicle Operator.

Contractor shall check California DMV records (Pull Notice Program) at least every six months, beginning at the start of Service, for accidents, VC violations, and valid driver's licenses of those employees whose job requires them to operate Service vehicles. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a transit vehicle operator's driving record. Any operator exceeding the California DMV point system, or with a revoked or suspended license shall not be allowed to operate a Service vehicle.

b. Operator Requirements

Contractor shall require and be responsible for each Service vehicle operator in meeting the following requirements. All Service vehicle operators shall:

- (1) Have a valid California Class B driver's license and a medical examination certificate as well as any other licenses required by applicable Federal, State, and local regulations. A vehicle operator who does not pass the medical examination shall not be permitted to operate a Service vehicle.
- (2) Assist passengers confined to wheelchairs in boarding all vehicles, assist with tie-downs, and assist with securing lap belts, if so requested by the passenger.
- (3) Be in uniform acceptable to the County. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they should match the uniform, and coats should display the Service vehicle operator's name tag.
- (4) Assist passengers who have difficulty negotiating the steps of the vehicle. Service vehicle operators shall make the lift available to such passengers, if so requested by passenger.
- (5) Be available and on time daily to ensure consistent and reliable Service.
- (6) Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

Contractor shall be responsible for all Service vehicle operator training. Contractor training program shall be conducted by a "certified" instructor and meet all Federal, State, and local standards. At a minimum, the training program shall include the following:

- (1) Proper operation of a Service vehicle, including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on vehicles.

- (2) California DMV regulations and company policies.
- (3) Service routes, schedules, and transit Services in the vicinity.
- (4) Accident and emergency procedures and reports.
- (5) Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- (6) Training in special skills required to provide transportation to elderly and person with disabilities.
- (7) American Red Cross or County-approved equivalent training for Cardiopulmonary Resuscitation and first aid.
- (8) Regular and continual formal safety instruction for all operating personnel assigned to perform any activities under this Contract. This personnel shall be required to attend scheduled safety meetings at least four times per year.

5. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and work hours shall be in accordance with Federal, State, and local regulations (including the County's Living Wage) affecting such employment.

The Contractor's Maintenance Manager shall be Automotive Service Excellence certified Medium/Heavy-Duty Truck Series or School Bus Services Master Technician, and shall have at least five years' experience in maintaining a similar fleet of transit vehicles, including two years' experience supervising maintenance activities on a similar fleet.

a. Maintenance personnel shall have thorough knowledge of:

- (1) Vehicle engines, automatic transmissions, and related mechanical devices.
- (2) Methods and procedures used in servicing mechanical equipment.

- (3) Vehicle chassis and bodies.
 - (4) Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
 - (5) Decimals, fractions, and specific math related to vehicle mechanics, electrical schematics, and pneumatic system as used in diagnosis of problems.
 - (6) Specialized areas, such as painting, upholstering, brake relining, air conditioning, and maintenance of wheelchair lifts and ramps.
 - (7) Vehicle electronics.
- b. Maintenance personnel shall be able to:
- (1) Inspect and repair vehicle engines, transmissions, and other parts.
 - (2) Diagnose vehicle engine, transmission, and electrical system problems.
- c. Mechanic Recruitment, Selection, and Supervision
- Contractor shall ensure that any mechanics working on the air conditioning units are properly qualified (certified) and supervised by a mechanic having a minimum of two years' experience in transit vehicle air conditioning diagnosis, service, and repair.
- d. Mechanic Training
- Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for Service. Contractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment. Contractor shall be responsible for providing personnel for effective maintenance of vehicles used in the performance of this Contract.

L. Marketing and Advertising

County will routinely provide all marketing, public relations, and advertising materials. Contractor shall install such materials on Service vehicles as requested by the County and shall distribute literature on Service vehicles as requested by the County. The posting of Service-related notices, etc., shall be subject to prior approval by the Contract Manager.

Contractor shall not place inside or outside any Service vehicle any form of advertising unless directly authorized in writing by Director. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

M. Operating Performance Standards

1. Vehicles

Contractor shall operate Service vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency. Contractor shall strive to maintain on-time performance.

Contractor shall strive at all times to provide Service in a manner that shall maximize productivity and at the same time maximize Customer Service. Recognizing that the goals of productivity and Customer Service may conflict, the following standards are intended to be reasonably attainable by Contractor, fair to the customer, and consistent with County expectations:

a. On-Time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency.

However, Contractor shall not be held responsible for the failure to provide on-time Service due to extraordinary weather, traffic conditions, Service vehicle malfunctions that are clearly beyond Contractor's control, naturally-occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to County in a timely basis.

b. Road Calls

In the event of a Service vehicle failure, Contractor shall immediately deploy a spare Service vehicle to transport the passengers aboard the failed Service vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two working days after their receipt. In the event that a complaint is received by Contractor, Contractor shall notify Director within one working day regarding the nature of the complaint received and within three working days of the complaint's resolution.

d. Service Vehicles

If Contractor has knowledge that any of the Service vehicles herein described will be nonoperational for a period of more than 24 hours during the term of the Contract, Contractor shall notify Director and Contractor shall arrange for substitute Service vehicles as approved by Director at no additional cost to County. However, in the event that any of the Service vehicles are estimated to be nonoperational for a prolonged period of time, Contractor shall furnish a substitute Service vehicle subject to all the conditions of this Contract.

N. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, Contractor shall cooperate with and deploy Service vehicles in a manner described by County Sheriff or local police. Contractor shall notify the Contract Manager the same business day of the request to alter the deployment of Service vehicles.

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of five years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Contractor shall submit these reports to the County according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each Service vehicle operator to prepare a daily report on a form, approved by County, indicating, vehicle fleet number; mileage ("begin" and "end" odometer), the number of passengers that boarded each Service vehicle, the amount of revenue collected on each Service vehicle, and the number of wheelchair boardings. The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall indicate any trips that departed early or late in a format approved by County. Contractor shall submit the report no later than the 15th day of the following month.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total Service vehicle hours, and total Service vehicle miles operated. Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof. The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by County.

c. Daily Pretrip Service Vehicle Inspection Reports

Contractor shall cause each Service vehicle operator to perform a daily pretrip Service vehicle inspection and daily Service vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each Service vehicle operator assigned to a Service vehicle each day. A report of the weekly maintenance inspections, which supplement the daily pretrip inspections, shall be kept by Contractor, and a copy shall be submitted to County no later than the 15th day of the following month. The Daily Pretrip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of two years.

d. Missed Trip Report

A summary report of missed trips for the month shall be submitted by the Contractor. The explanation for the missed trip(s) shall be specified along with the dates and times, the Service vehicle and trip number, and the affected total revenue hours.

e. CHP Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

f. Operational Problems and Passenger Complaint Reports

The Program Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the working day following identification of the operational problem or receipt of such passenger complaint. Contractor shall submit to County a summary of problems and complaints no later than the 15th day of the following month.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the working day following identification of such problems or complaints.

g. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- (1) Collisions between a Service vehicle and another vehicle, person, and/or object.
- (2) Passenger accidents including falls while passengers are entering, occupying, or exiting the Service vehicle.
- (3) Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- (4) Any accidents witnessed by Contractor's operator(s).
- (5) Vandalism to Service Vehicle while in Service.
- (6) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.
- (7) Any passenger, driver, supervisor, and Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day).

h. National Transit Database Reports

At the County's sole discretion, the Contractor may be required to collect and provide National Transit Database (NTD) data/reports electronically to both the County and the Metropolitan Transportation Authority (Metro). The Contractor is responsible to prepare and submit the following NTD data/reports:

- (1) Monthly Passenger/Mile Sampling – Based on Metro's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 27th day of the following month.

- (2) Form MR20 (Exhibit N) – Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- (3) Annual NTD Reports – Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year. Contractor shall also attend the annual NTD Reporting Workshop offered by Metro.

For further information on how to obtain NTD reporting forms and reference documents, Contractor shall contact Los Angeles County Metropolitan Transportation Authority (MTA), at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. Contractor shall maintain and make available to County, and/or appropriate agencies, records and backup information pertaining to the annual NTD data/reports that are submitted for a minimum period of three years.

i. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents.

j. Maintenance Records and Reports

At County's request Contractor shall provide County the following reports:

(1) Preventative Maintenance Inspection Reports

Reports shall include the Service vehicle fleet number, the Service vehicle identification number (VIN) and license number, a description, detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service vehicle manufacturer's and/or County recommendations. Daily "Vehicle Condition" reports shall be submitted to County upon request. The PMI Reports shall be retained on file by Contractor for a minimum of two years after Contract expiration/termination.

(2) Road Call Performance Report

A road call is defined as any time a repair is required in the field on a Service vehicle or a Service vehicle exchange, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, why, and what was done to fix the problem.

(3) Service Vehicle Downtime Report

Report shall include details of which Service vehicle(s) were down, how long, and the cause.

(4) Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service vehicle mechanical problems including Service vehicle number, odometer reading, dates/times out of Service, summary of problem, and corrective action taken.

(5) Narrative Report

Report shall detail what occurred during the reporting period and analysis of any trends.

Contractor shall maintain an individual file for each Service vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with Service vehicles and equipment.

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit H or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," dated October 1, 2003, or as subsequently amended. Contractor's policies may supersede policies specified in Exhibit H only when they can be shown to Director's satisfaction to be more stringent than those policies shown in Exhibit H. County will not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit H.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit H. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Special Safety Requirements

Subsequent to the events of September 11, 2001, safety and antiterrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor shall be required to follow its County-approved written Security Plan.

The details of the Contractor's Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed.

Based on the Homeland Security - Presidential Directive 3 as shown in Exhibit I.1, Section, Homeland Security Presidential Directive, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site program. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their security plans.

The Contractor's Security Plan shall meet the FTA's Safety and Security requirements as indicated in Exhibit I.2, Section, Top 20 Security Program Action Items for Transit Agencies, which is copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>.

The Contractor is also encouraged to refer to Exhibit I.3 Section, Federal Transit Administration Transit Threat Level Response Recommendation. This attachment was copied from the FTA website at <http://transitsafety.volpe.dot.gov/Security/SecurityInitiatives/ThreatLevel/default.asp>, and it describes specific transit industry protective measures that the Homeland Security Advisory System has developed for public transit agencies to consider implementing at each color code warning level.

All Contractor Service vehicle Operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

R. Responsibilities of the Contractor

Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall do all things, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, Service vehicle Operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of Service vehicles and equipment; processing of warranty claims for County's Service vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping Services; and providing all Service vehicle Operators, facilities, equipment, parts, and supplies required in the operation of Service unless specifically identified to be contributed by County.

S. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. The Contract Manager may inspect Service vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of Service vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. The Contract Manager, at his own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

T. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

U. Force Majeure

Contractor shall not be charged, nor shall County demand from the Contractor damages because of failure in providing Service due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes of excusable delay may include acts of Federal and/or State governments, acts of County, or anyone employed by it, fires, floods, storms, strikes, and public road closures, but in every case, the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that the Contractor is unable to provide Service indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing Service.

Whenever the Contractor has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Service, the Contractor shall immediately give notice to Director and confirm by written notice thereof, including all written information with respect thereto. The Contractor shall consult with County to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by County.

V. Removal of Debris

All debris derived from the Service specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

W. Funding

The County's obligations under this Contract are contingent upon the County's ability to obtain the funds from the MTA necessary to finance the operating costs of this agreement and the availability of funds in this and subsequent fiscal year budgets to finance operating and capital costs.

The County may utilize local sales tax funds obtained pursuant to Ordinance No. 16 (1980 Proposition A) of the MTA, or other sources of funds approved by MTA for the funding of Service described herein. The Contractor agrees to be bound by applicable provisions of the Ordinance and regulations of MTA pertaining to the approved funding source.

The County may also apply for and utilize Federal Transit Administration (FTA) funds for the funding of the Service described herein. The Contractor agrees to be bound by all applicable FTA regulations and requirements in regard to FTA funds.

X. Nonconflict With Local, State, and Federal Laws

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws such as FTA, ADA, DOT, or other applicable laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

Y Permits/Licenses/Certifications

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this contract.

Within 12 months of the date of hire or the start of the contract, whichever is later, the Contractor's Maintenance Manager shall obtain National Institute for Automotive Service Excellence (ASE) Certification in the T-8 Preventative Maintenance Inspection (Medium/Heavy Truck) aspect. The Contractor's Maintenance Manager shall maintain his/her ASE Certification throughout the term of the contract.

Z Utilities

The County will not provide utilities.

AA. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to meet operating performance standards will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. The Contract Manager may either deduct any assessed liquidated damages from any payments otherwise due to the Contractor or invoice the Contractor for any said liquidated damages.

The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the following sums if the

Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

1. Permanent Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, excepting holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of 9 months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such period as may be agreed upon by the County and the Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of work waive liquidated damages, which may accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

2. On-Time Performance

In the event that the Contractor fails to meet any on-time performance standard, as specified in Exhibit E, it is agreed that the County may, at its sole discretion, assess against the Contractor liquidated damages in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if within any 30-day period any of the following incidents occur on a route after the occurrence of two substantiated incidents on the same route during a 60-day period:

- a. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence.
- b. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence.
- c. A Service trip fails to arrive at the timed transfer point 5 minutes before the next departure, liquidated damages of \$500 per occurrence.

3. Vehicles Not Available

If the specified number of regular Service vehicles, not including backup, are not in service, the liquidated damages of \$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.

4. Excessive Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$250 per complaint, up to a maximum of \$1,000 per month. The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

5. Reporting

The Contractor shall submit monthly reports including ridership, on-time performance, driver logs, safety, and marketing activities in a form approved by County within 30 days after the end of each month unless more time is approved by the County. Within 30 calendar days after the end of each quarter, NTD Reports shall be submitted. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports. (This provision does not apply to Contractor's submittal of certified monitoring reports under the County's Living Wage Program.)

6. Shutdown of Vehicles

If any Service vehicle is shut down or dead-lined as a result of being "Red Tagged" (removed from Service), or as a result of an unsatisfactory rating by the CHP, liquidated damages of \$250 per day per vehicle during the shut down, up to a maximum of \$1,000 per vehicle per month.

7. Preventive Maintenance

The PMI shall be performed per the OEM or per Exhibit I. In no case shall inspections exceed the specified intervals by 500 miles or more. Failure to meet this standard will result in non-payment for Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of (\$500) per vehicle per day, whichever is higher.

8. Deficient Vehicle Conditions

In the event that any Service vehicle is rejected by the Contract Manager as a result of deficient mechanical condition, or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages will be assessed until the condition is corrected to the satisfaction of the Contract Manager. If the Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then the Contract Manager may waive the liquidated damages.

9. Engine Smoke

Each Service vehicle shall fully comply with any and all applicable Federal, State, and/or local emissions rules, regulations, and/or requirements. If any Service vehicle fails to pass its annual smog or smoke test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager within one business day, and provide the Contract Manager with an action plan to verify, and/or correct the deficiencies, as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor shall be liable for liquidated damages of \$500 per occurrence. If such complaint is found to be without merit, or beyond the Contractor's control, the Contract Manager may waive the liquidated damages.

10. Permanent Vehicle Rejection

In the event any Service vehicle is rejected permanently by the Contract Manager as a result of vehicle condition, the Contractor shall replace said vehicle and will be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to the Contract Manager.

11. Incorrectly Set Destination Signs

In the event any Service vehicle displays an incorrect destination sign while in Service or if it fails to display the "Not In Service" sign when it is not in revenue service, liquidated damages of \$25 for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

12. Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage

of the County-owned vehicles is lessened or invalidated, Liquidated damages of \$200 per occurrence.

13. Off Routing

If a regular scheduled Service vehicle is identified as operating "off route," Liquidated damages of \$200 per occurrence.

14. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown as Exhibit H. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports.

15. Maintenance Personnel

If Maintenance Personnel are not trained and/or ASE Certified as specified above in this Exhibit, liquidated damages of \$200 per maintenance employee per month will be assessed.

- a. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- a. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
- c. All the time limits and acts required to be done by both parties are of the essence of the Contract;
- d. The parties are both experienced in the performance of the Contract work;

- e. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
- f. The parties are not under any compulsion to contract;
- g. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- h. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- i. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of Section X above shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws,

regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;
 - c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. Liability

Such insurance shall be endorsed naming County as an additional insured as follows:

"The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the governing body, their agents, officers, and employees."

This statement must appear exactly as written on all Certificates of Insurance for liability coverage.

Such insurance shall include:

- a. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, contractual, independent contractor, and personal injury with a combined single-limit of not less than \$2 million per occurrence.
 - (1) If written with an annual aggregate limit, the policy limit should be three times the above-required occurrence limit.
 - (2) If written on a claim form, Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

2. Automobile Liability

Such insurance shall be endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission but not less than the following:

- a. Seating capacity of 16 passengers or more (including driver), \$5 million.
- b. Seating capacity of 15 passengers or less (including driver), \$1.5 million.
- c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single-limit of \$300,000.

A certificate evidencing such insurance coverage and an endorsement naming County as additional insured thereunder shall be filed with Director prior to Contractor providing Service hereunder.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than 5 percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

- b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than ~~\$9.46~~ **\$11.84** per hour if, in addition to the per-hour wage, Contractor contributes less than ~~\$1.14~~ **\$2.20** per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than ~~\$8.32~~ **\$9.64** per hour if, in addition to the per-hour wage, Contractor contributes at least ~~\$1.14~~ **\$2.20** per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed ~~\$1.14~~ **\$2.20** per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than ~~\$1.14~~ **\$2.20** per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California,

and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

DISPLACED TRANSIT EMPLOYEE PROGRAM California Labor Code 1070-1074

- A. In accordance with Labor Code Section 1072(c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide proposer for the successor contract. If the successor service contract is awarded to a new contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous contractor and signed PW-13 indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-13 that the Contractor will retain employees of the prior contractor or subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause as specified in California Labor Code Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the contractor and/or subcontractor.
- C. In accordance with California Labor Code Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. California Labor Code 1072(c)(3) does not require the Contractor and/or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.
- D. If, at any time, the Contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, the Contractor or subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code Section 1074(a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
 - a. The Contractor or subcontractor has substantially breached this Contract.
 - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service contract or subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar contractors under any other provisions of this Contract or under any other provision of the law.

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Department of the Treasury

Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



**State of California
Gray Davis, Governor**

**Health and Human Services Agency
Grandblanc, Secretary**

**Department of Social Services
Rosenberg, Director**



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brundage Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

John Winkie, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by the LA and INSA LIME of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week as long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gobernador

Agencia de Salud y Servicios Humanos
California Health Services Agency
Gerente General y Secretario

Departamento de Servicios Sociales
California Department of Social Services
Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Valdez, Supervisor, Primer Distrito

Wonna Brown, Supervisor, Segundo Distrito

Zeljko Slavsky, Supervisor, Tercer Distrito

Donna L. Smith, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa fue creada por la Oficina de First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SHU 111
225

Saturdays (los sábados) 9 am to 5 pm

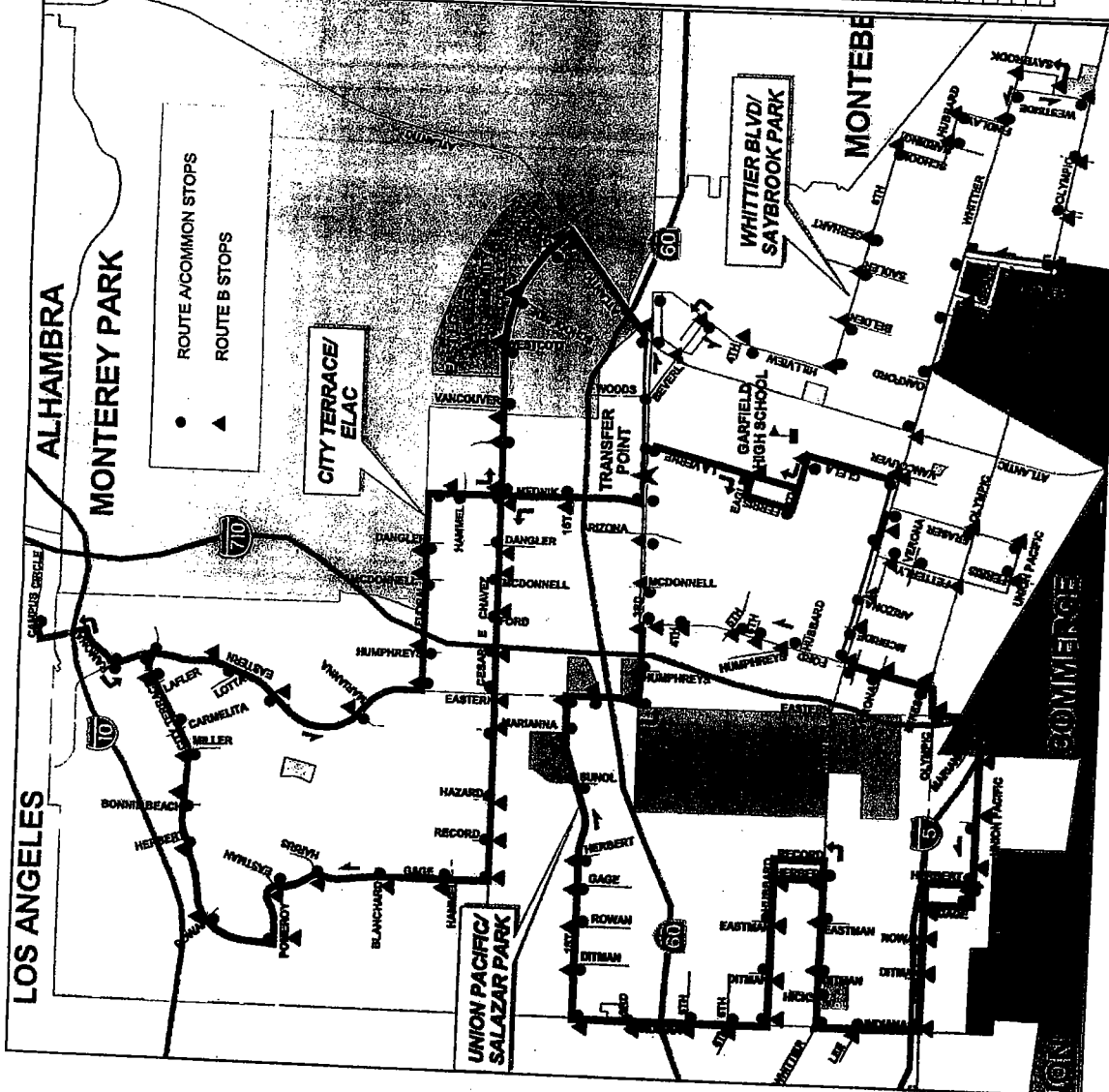
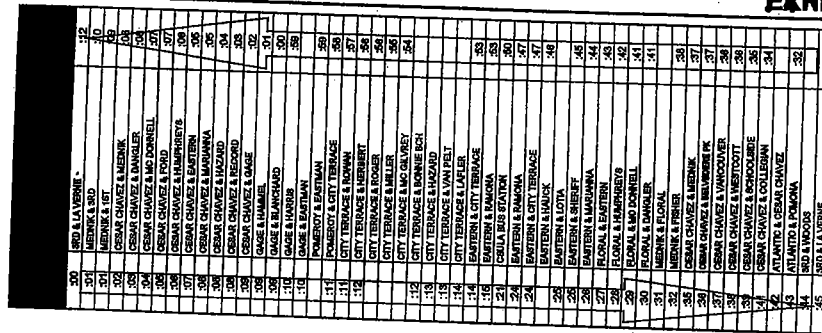
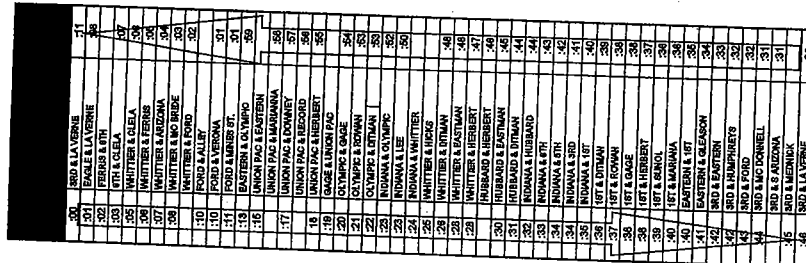
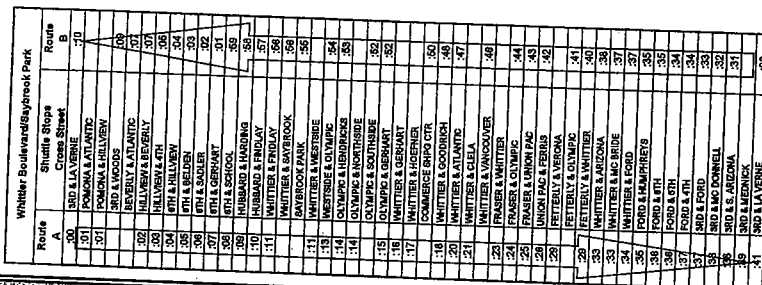
Hourly Service from Transfer Point at 3rd and Lavorne

Route A Departs on the Hour (6 am, 7 am, 8 am... etc. to 6 pm)

Ruta A sale a cada hora en punto (6am, 7am, 8am....a 6pm)

Route B Departs on the Half Hour (6:30 am, 7:30 am, 8:30 am... etc. to 6:30 pm)
Ruta B sale a la mitad de cada hora (6:30 am, 7:30 am, 8:30 am... etc. to 6:30 pm)

Ruta B sale a la mitad de cada hora (6:30am, 7:30am, 8:30am...a 6:30pm)



Fares / Tarifas:

25¢

Free: Seniors (60 years and older)
Persons with disabilities
Children under 5
MTA Pass Holders and Transfers

Gratis: Personas de edad avanzada
(60 años o más)
Personas incapacitadas
Niño menores de 5 años
Portadores de pases MTA y
Transferencias

Transfer / Transferencia

There will be one free transfer from one shuttle route to another. No outside transfers will be issued.

Se permite una transferencia gratis desde una línea del microbús a la otra. Sin embargo, no se otorgan transferencias a otras líneas de autobuses.



El Sol connects with the following bus and train lines:

El Sol conecta con las siguientes líneas de autobús y tren:

Information / Información

Alhambra Community Transit
(626) 289-1220

City of Commerce Municipal Bus
(323) 887-4419

LADOT DASH/Community Connection
(213,310,818) 808-2273

MTA
(800) COM-MUTE

Metrolink
(800) 371-LINK

Montebello Transit
(323) 887-4545

Monterey Park Spirit
(626) 307-7842

Transportation to the Edmund D. Edelman Children's Court and Sheriff's Headquarters is provided free through the Children's Court Shuttle at the Cal State L A Busway/ Metrolink Station.

Transportación hacia Edmund D. Edelman Children's Court y Sheriff's Headquarters es proveída gratis por el Children's Court Shuttle en la Estación Cal State LA Busway/Metrolink.

**OPERATING HOURS /
HORAS DE OPERACIÓN**

6 AM - 7 PM Monday to Friday
(lunes A viernes)
9 AM - 5 PM Saturday (los sábados)

No service on Sundays or
the following holidays:

*No hay servicio los domingos ni
los siguientes días de fiesta:*

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

**For information in an alternate format
or for more information, please call**
*Si usted necesita información en formato
alternativo o información adicional llame al*
**(626) 458-3965 or visit
LAGOBUS.INFO**

For the hearing impaired, please call
*Para las personas con dificultad auditiva,
por favor llamar al*
TDD (626) 282-7829

For bus service information, please call
*Para más información sobre el servicio
de Microbús, llame al*
(323) 987-6570

This service is financed through funds
provided by the County of Los Angeles.
*Este servicio es financiado por el
Condado de Los Angeles.*

(Schedule effective 4-1-06)

**EL SOL
SHUTTLE
SERVICE
MICROBÚS DE EL SOL**



**WELCOME ABOARD
BIENVENIDOS A BORDO**

CONTRACTOR-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Section I

- 2003 or newer standard 25 ft Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes
- 22 passengers or 16 passengers with two (2) wheelchair positions
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, all ADA
- ADA-compliment securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage
- Farebox

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle maybe used in substitution.
- 2003 or newer, standard 25 ft Class 3 vehicle
- 22 passengers or 16 passengers including two (2) wheelchairs
- Minimum 14,000 LB GVWR
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)

EXHIBIT F

- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, lift lighting, meeting all ADA requirements, or Director approved equal.
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage
- Farebox

EXHIBIT G

COUNTY-PROVIDED SERVICE VEHICLE SPECIFICATIONS

- 2004 Model El Dorado National E-Z Rider II
- 102" Exterior width
- 30' 11" Overall length
- 160" Wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air valve below front bumper
- ABS air brake system
- 200 AMP alternator
- Stainless steel battery tray, six (6) group 31 batteries
- Cummins B Plus (5.9L) Propane (LPG), 195 HP
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-Speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer (curbside/rightside)
- Air-operated door, slide glide type with three (3) position control
- Hydraulic wheelchair ramp at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for twenty-nine (29) passengers, with six (6) flip-up-type seats
- American Seating model #6468 with VR-50 inserts, fiberglass
- ADA compliant securement system for two (2) wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire with antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger assist handrails, left and right side of aisle at front door
- Eight (8) vertical stanchions throughout perimeter seating
- New View blind for driver's window
- Six (6) ceiling grab rails with hand straps
- 32" Transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull cord signal system with chime and dash light
- Front assembly heating and air conditioning
- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main Treasury farebox
- First aid kit, fire extinguisher, body fluid kit, and tri-reflectors
- Farebox

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

- a. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to:

- (1) initiate substance abuse testing as described herein below;
- (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and
- (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

- b. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1. Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled

EXHIBIT H

substance use or blood alcohol concentration in excess of **0.04** percent.

2. Mandatory drug testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. The Provider shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, the Provider shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Scope of Work.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and

noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Non-discretionary, Random Substance Abuse Testing

The Provider shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, the Provider shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, the Provider shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4. Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5. Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

The Provider shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of the Provider's intention to prohibit performance of specified duties. The Provider is not required hereby to terminate employment of the individual altogether.

c. Institute A Review Procedure

The Provider shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by the Provider, an employee representative (who shall be an employee of the Provider), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule the Provider's intended work prohibition.

The decision shall be written but need not be a formal document.

**LOS ANGELES COUNTY MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Provider: _____ **Reporting Period:** _____

Agreement/Contract No. _____ **Project:** _____

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than fifteen (15) days after the end of each quarter.

FAX to: (626) 979-5359

or
MAIL to: Los Angeles County Department of Public Works
Attention Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to project this quarter.	_____	_____	_____	_____
b. Number of random test (25% minimum)	_____	_____	_____	_____
c. Number of positive tests results	_____	_____	_____	_____
d. Number of positive second tests	_____	_____	_____	_____
e. Action taken due to second positive tests				
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests				

Prepared By

Date

TRANSIT SECURITY PLAN

Homeland Security Presidential Directive-3

For Immediate Release
Office of the Press Secretary
March 12, 2002

Purpose

The Nation requires a Homeland Security Advisory System to provide a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. Such a system would provide warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

Homeland Security Advisory System

The Homeland Security Advisory System shall be binding on the executive branch and suggested, although voluntary, to other levels of government and the private sector. There are five Threat Conditions, each identified by a description and corresponding color. From lowest to highest, the levels and colors are:

Low	=	Green;
Guarded	=	Blue;
Elevated	=	Yellow;
High	=	Orange;
Severe	=	Red.

The higher the Threat Condition, the greater the risk of a terrorist attack. Risk includes both the probability of an attack occurring and its potential gravity. Threat Conditions shall be assigned by the Attorney General in consultation with the Assistant to the President for Homeland Security. Except in exigent circumstances, the Attorney General shall seek the views of the appropriate Homeland Security Principals or their subordinates, and other parties as appropriate, on the Threat Condition to be assigned. Threat Conditions may be assigned for the entire Nation, or they may be set for a particular geographic area or industrial sector. Assigned Threat Conditions shall be reviewed at regular intervals to determine whether adjustments are warranted.

For facilities, personnel, and operations inside the territorial United States, all Federal departments, agencies, and offices other than military facilities shall conform their existing threat advisory systems to this system and henceforth administer their systems consistent with the determination of the Attorney General with regard to the Threat Condition in effect.

The assignment of a Threat Condition shall prompt the implementation of an appropriate set of Protective Measures. Protective Measures are the specific steps an organization shall take to reduce its vulnerability or increase its ability to respond during a period of heightened alert. The authority to craft and implement Protective Measures rests with the Federal departments and agencies. It is recognized that departments and agencies may have several preplanned sets of responses to a particular Threat Condition to facilitate a rapid, appropriate, and tailored response. Department and agency heads are responsible for developing their own Protective Measures and other antiterrorism or self-protection and continuity plans, and resourcing, rehearsing, documenting, and maintaining these plans. Likewise, they retain the authority to respond, as necessary, to risks, threats, incidents, or events at facilities within the specific jurisdiction of their department or agency, and, as authorized by law, to direct agencies and industries to implement their own Protective Measures. They shall continue to be responsible for taking all appropriate proactive steps to reduce the vulnerability of their personnel and facilities to terrorist attack. Federal department and agency heads shall submit an annual written report to the President, through the Assistant to the President for Homeland Security, describing the steps they have taken to develop and implement appropriate Protective Measures for each Threat Condition. Governors, mayors, and the leaders of other organizations are encouraged to conduct a similar review of their organizations' Protective Measures.

The decision whether to publicly announce Threat Conditions shall be made on a case-by-case basis by the Attorney General in consultation with the Assistant to the President for Homeland Security. Every effort shall be made to share as much information regarding the threat as possible, consistent with the safety of the Nation. The Attorney General shall ensure, consistent with the safety of the Nation, that State and local government officials and law enforcement authorities are provided the most relevant and timely information. The Attorney General shall be responsible for identifying any other information developed in the threat assessment process that would be useful to State and local officials and others and conveying it to them as permitted consistent with the constraints of classification. The Attorney General shall establish a process and a system for conveying relevant information to Federal, State, and local government officials, law enforcement authorities, and the private sector expeditiously.

The Director of Central Intelligence and the Attorney General shall ensure that a continuous and timely flow of integrated threat assessments and reports is provided to the President, the Vice President, Assistant to the President and Chief of Staff, the Assistant to the President for Homeland Security, and the Assistant to the President for National Security Affairs. Whenever possible and practicable, these integrated threat assessments and reports shall be reviewed and commented upon by the wider interagency community.

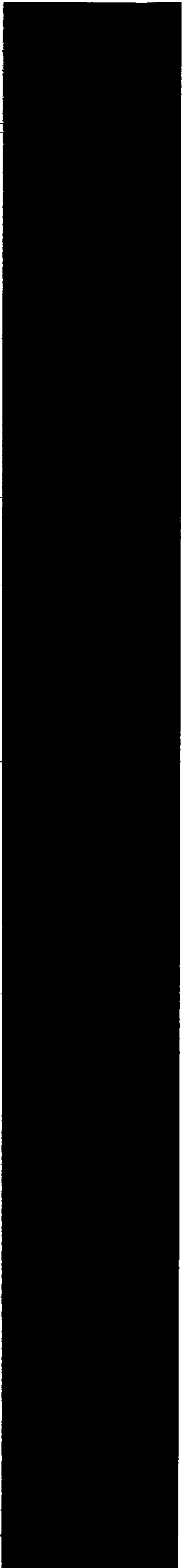
A decision on which Threat Condition to assign shall integrate a variety of considerations. This integration will rely on qualitative assessment, not quantitative calculation. Higher Threat Conditions indicate greater risk of a terrorist act, with risk including both probability and gravity. Despite best efforts, there can be no guarantee that, at any given Threat Condition, a terrorist attack will not occur. An initial and important factor is the quality of the threat information itself. The evaluation of this threat information shall include, but not be limited to, the following factors:

1. To what degree is the threat information credible?
2. To what degree is the threat information corroborated?
3. To what degree is the threat specific and/or imminent?
4. How grave are the potential consequences of the threat?

Threat Conditions and Associated Protective Measures

The world has changed since September 11, 2001. We remain a Nation at risk to terrorist attacks and will remain at risk for the foreseeable future. At all Threat Conditions, we must remain vigilant, prepared, and ready to deter terrorist attacks. The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested Protective Measures, recognizing that the heads of Federal departments and agencies are responsible for developing and implementing appropriate agency-specific Protective Measures:

1. **Low Condition (Green).** This condition is declared when there is a low risk of terrorist attacks. Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:
 1. Refining and exercising as appropriate preplanned Protective Measures;
 2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
 3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.
2. **Guarded Condition (Blue).** This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
 1. Checking communications with designated emergency response or command locations;



2. Reviewing and updating emergency response procedures; and
 3. Providing the public with any information that would strengthen its ability to act appropriately.
3. **Elevated Condition (Yellow).** An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:
1. Increasing surveillance of critical locations;
 2. Coordinating emergency plans as appropriate with nearby jurisdictions;
 3. Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
 4. Implementing, as appropriate, contingency and emergency response plans.
4. **High Condition (Orange).** A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
1. Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
 2. Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
 3. Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
 4. Restricting threatened facility access to essential personnel only.
5. **Severe Condition (Red).** A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, Federal departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
1. Increasing or redirecting personnel to address critical emergency needs;

2. Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
3. Monitoring, redirecting, or constraining transportation systems; and
4. Closing public and government facilities.

Comment and Review Periods

The Attorney General, in consultation and coordination with the Assistant to the President for Homeland Security, shall, for 45 days from the date of this directive, seek the views of government officials at all levels and of public interest groups and the private sector on the proposed Homeland Security Advisory System.

One hundred thirty-five days from the date of this directive the Attorney General, after consultation and coordination with the Assistant to the President for Homeland Security, and having considered the views received during the comment period, shall recommend to the President in writing proposed refinements to the Homeland Security Advisory System.

Top 20 Security Program Action Items for Transit Agencies

The following Action Items identify the most important elements that transit agencies should incorporate into their System Security Program Plans. These top twenty (20) items are based on good security practices identified through FTA's Security Assessments and Technical Assistance provided to the largest transit agencies. Specific information on these elements may be found in FTA's Transit System Security Program Planning Guide. FTA is working with transit agencies to encourage them to incorporate these practices into their programs.

Management and Accountability

1. Written security program and emergency management plans are established.
2. The security and emergency management plans are updated to reflect anti-terrorist measures and any current threat conditions.
3. The security and emergency management plans are an integrated system program, including regional coordination with other agencies, security design criteria in procurements and organizational charts for incident command and management systems.
4. The security and emergency management plans are signed, endorsed and approved by top management.
5. The security and emergency management programs are assigned to a senior level manager.
6. Security responsibilities are defined and delegated from management through to the front line employees.
7. All operations and maintenance supervisors, forepersons, and managers are held accountable for security and emergency management issues under their control.

Security Problem Identification

8. A threat and vulnerability assessment resolution process is established and used.
9. Security sensitive intelligence information sharing is improved by joining InfraGuard, the FBI Regional Task Force and the Surface Transportation Intelligence Sharing & Analysis Center (ISAC); security information is reported through the National Transit Database (NTD).

Employee Selection

10. Background investigations are conducted on all new front-line operations and maintenance employees (i.e., criminal history, motor vehicle records, credit history).

11. Criteria for background investigations are established.

Training

12. Security orientation or awareness materials are provided to all front-line employees.

13. Ongoing training programs on safety, security and emergency procedures by work area are provided.

14. Public awareness materials are developed and distributed on a system wide basis.

Audits and Drills

15. Periodic audits of security and emergency management policies and procedures are conducted.

16. Tabletop and functional drills are conducted at least once every six months and full-scale exercises, coordinated with regional emergency response providers, are performed at least annually.

Document Control

17. Access to documents of security critical systems and facilities are controlled.

18. Access to security sensitive documents is controlled.

Access Control

19. Background investigations are conducted of contractors or others who require access to security critical facilities, and ID badges are used for all visitors, employees and contractors to control access to key critical facilities.

Homeland Security

20. Protocols have been established to respond to the Office of Homeland Security Threat Advisory Levels.

Federal Transit Administration
Transit Threat Level Response Recommendation

FTA Policy Statement

The Federal Transit Administration (FTA) has developed a National Transit Response Model that supports the initiatives of the Office of Homeland Security (OHS). The plan is a guide for the FTA's response to the OHS Homeland Security Advisory System (HSAS). The Transit Threat Level Response Recommendation, in turn, provides guidance to the U.S. transit industry in responding to the various OHS threat level designations.

Introduction and Background

The Federal Transit Administration (FTA), in response to the Office of Homeland Security (OHS), has defined the following plan to guide transit response to the HSAS as defined in Homeland Security Presidential Directive #3. The plan establishes a consistent and coordinated transit response to potential threats in order to protect transit passengers, employees, and infrastructure, and to support community emergency response efforts. Further, the plan is compatible with the way transit operates:

- Transit relies on an inherently open architecture, allowing free movement of passengers in public facilities and vehicles. This freedom of movement must be maintained to permit transit to perform its basic functions.
- Transit is geographically widespread, often operating on public infrastructure and requiring important interagency cooperation to ensure protection.
- There is great diversity in how police and security forces are provided and deployed at different transit systems. There is no national mandate to standardize this facet of transit operations and security force policies will remain a local agency decision.
- Transit functions include substantial differences in equipment, infrastructure, operations and security practices from agency to agency. While this plan provides general guidance for response to individual threat conditions, the details of specific implementation vary substantially throughout these agencies.
- Transit systems are routinely under surveillance by their operating staff (e.g., drivers, supervisors, station attendants, and controllers), security employees, and, with increasing frequency, transit passengers. This normal level of vigilance, supplemented by appropriate awareness training and the protective measures identified under threat condition green/blue, may be sufficient vigilance for some systems.

Threat Level/Attack/Recovery Systems Approach

The FTA National Transit Response Model supplements the existing HSAS Threat Condition model with Black and Purple designations to further define appropriate transit industry activities when an attack is in progress and during the post-event recovery of transit services and facilities.

<u>Color</u>	<u>Condition</u>
Green	Low threat level
Blue	General threat level
Yellow	Elevated threat level
Orange	High threat level
Red	Severe threat level
Black	Actual Attack
Purple	Recovery

The Black and Purple designations are interpreted as follows.

- Black indicates that an attack is underway against a specific transit agency or within the agency's immediate geographic area. The Black state is entered only when an attack has occurred. Black includes the immediate post-attack time period when the transit agency may be responding to casualties, assisting in evacuations, inspecting and securing transit facilities, or helping with other tasks directed by the local emergency management authority.
- Purple indicates the recovery of transit service after an attack has occurred. Purple includes restoration of levels of service, routes, and schedules, repairing or reopening facilities, adjustment of staff work schedules and duty assignments, responding to customer inquiries about services, and other activities necessary to restore transit service. The Purple state follows the Black state and may also exist for short time periods when the agency is transitioning from a higher threat condition to a lower threat condition (e.g., from Red to Orange). The Purple state will coexist with the prevailing threat condition. In other words, business recovery (Purple) will be accomplished while maintaining the prevailing readiness status (e.g., Orange protective measures).

Threat Level Information

The Attorney General makes the decision to change the OHS threat level. Changes in threat levels typically will be in sequential stepwise order. As conditions warrant, elevated threat levels will typically progress in order from lowest (green) to highest (red). Likewise, as conditions warrant, returning from higher to lower threat levels will typically progress sequentially.

Transit response posture may vary depending on the nature of the threat level. For example, threat guidance focused on the northeastern region may dictate that transit agencies in that region maintain a higher response posture than other regions of the country. If the guidance is modal-based, for example a threat to subways and transit agencies with subway modes may maintain a higher response posture than agencies without subways. In fact, large multi-modal transit agencies may operate their different modes with different response postures.

However, based on information and conditions, transit agencies should be prepared for the distinct possibility of a non-sequential threat level advisory. For example, if information and conditions warrant, a current threat advisory level of "Yellow" could be directly elevated to "Red."

Transit agencies must work collaboratively with their local and regional emergency management organizations, joint terrorism task force, police agencies, and other organizations. Each transit agency is responsible for determining its own appropriate response posture, based on an assessment of the guidance received from all sources and the response posture of the communities where the agency provides service.

FTA Recommended Protective Measures/Activities for Transit Agencies

The FTA recommends the threat level protective measures and activities for transit agencies as suggested or recommended actions, not required actions. While each transit agency should implement measures/activities appropriate to its own operating environment, the following general guidelines apply:

- The threat/risk goes up with each successive level.
- Responses are additive; each level incorporates all activities from the previous levels.
- Threat information may be general or indicated for different geographical regions of the country, metro areas, cities, transit agencies, industries, facility types (e.g., subway, tunnel, bus, control center, etc.), or for a specific facility.
- Specific implementation must be determined by the transit agency in light of actual events; protective measures for a higher level than officially designated may be implemented by the transit agency. For example, if the threat advisory level is elevated from "Yellow" to "Orange" a transit agency may elect to implement not only "Orange" level suggested protective measures, but also some "Red" level protective measures.

The following table presents specific transit industry protective measures in response to the HSAS threat level conditions, as well as for the actual attack and post-attack/recovery phases.

FTA Recommended Transit Protective Measures: GREEN

Low Condition (Green). This condition is declared when there is a low risk of terrorist attacks.

Measure 1. Refining and exercising as appropriate preplanned Protective Measures.

Measure 2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures.

Measure 3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

Measure 4. All contractors and visitors must check or sign in and out of designated facilities or areas within the facility that are considered key command, control or communications centers or areas.

Measure 5. Ensure existing security measures are in place and functioning such as fencing, locks, camera surveillance, intruder alarms, and lighting. Identify those additional security measures and resources that can enhance the security at the higher Threat Condition levels, e.g., increased surveillance.

Measure 6. Establish local, regional and system-wide threat and warning dissemination process, emergency communications capability, and contact information with law enforcement and security officials, including local FBI Field Offices, first responders, regional and district US DOT and FTA representatives. Emergency communications should have redundancy in both hardware and means to contact security officials, law enforcement agencies, and mobile field command centers.

Measure 7. Develop terrorist and security awareness and provide information and educate employees on security standards and procedures. Caution employees not to talk with outsiders concerning their facility or related issues.

Measure 8. Advise all personnel at each facility to report the presence of unknown personnel, unidentified vehicles, vehicles operated out of the ordinary, abandoned parcels or packages, and other suspicious activities.

Measure 9. Develop procedures for shutting down and evacuation of the facility. Facilities located near critical community assets should be especially vigilant of security measures.

Measure 10. Incorporate security awareness and information into public education programs and notifications to emergency response organizations.

Measure 11. Survey surrounding areas to determine those activities that might increase the security risks that could affect the facility, e.g., airports, government buildings, industrial facilities, pipelines, etc.

Measure 12. Ensure contingency and business continuity plans are current and include a response to terrorist threats.

Measure 13. Develop and implement hardware, software, and communications security for computer based operational systems.

FTA Recommended Transit Protective Measures: BLUE

Guarded Condition (Blue). This condition is declared when there is a general risk of terrorist attacks.

Measure 14. Establish liaison with each station or facility served to coordinate measures that may be necessary if the Threat Condition increases.

Measure 15. Ensure that a response can be mobilized and review facility security plans and procedures including bomb threat, chemical, biological or radiological threat and evacuation procedures. Ensure plans incorporate EOD and tactical teams as necessary, including accessibility to explosive detection capabilities such as K-9 teams or electronic sniffers.

Measure 16. Inspect perimeter fencing and repair all fence breakdowns. In addition, review all outstanding maintenance and capital project work that could affect the security of facilities.

Measure 17. Review all operations plans, personnel details, and logistics requirements that pertain to implementing higher Threat Condition levels.

Measure 18. Inspect all CCTV/Video Camera/VCR equipment and intercom systems where applicable to ensure equipment is operational.

Measure 19. Review and ensure adequacy of personnel and ID issuance and control procedures.

Measure 20. Require each visitor to check in at a designated facilities or areas within the facility that are consider key command, control or communications centers or areas and verify their identification - be especially alert to repeat visitors or outsiders who have no apparent business at the facility and are asking questions about the facility or related issues including the facility's personnel. Be familiar with vendors who service the facility and investigate changes in vendor personnel.

Measure 21. Inspect emergency supplies to ensure equipment is in good working order.

Measure 22. Provide the public with any information that would strengthen its ability to act appropriately.

Measure 23. At regular intervals, remind all personnel to be suspicious and inquisitive about strangers, particularly those carrying suitcases or other containers. Watch for unidentified vehicles on or in the vicinity of facilities. Watch for abandoned parcels or suitcases and any unusual activity.

FTA Recommended Transit Protective Measures: YELLOW

Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.

Measure 24. Inform all law enforcement and security officials with an operational need to know of the increased threat. Communicate this information to agency employees who have an operational need to know. Reinforce awareness of responsibilities with employees.

Measure 25. Test security and emergency communications procedures and protocols. Post Security Alert if appropriate. Check communications with designated emergency response or command locations.

Measure 26. Secure all buildings and storage areas not in regular use. Increase frequency of inspection and patrols within the facility including the interior of buildings and along the facility perimeter. Increase surveillance in areas considered key command, control or communications centers and areas such as truck docks, taxi lanes, parking lots, bridges, tunnels, and interlockings, as applicable.

Measure 27. Check designated unmanned and remote sites at more frequent intervals for signs of unauthorized entry, suspicious packages, or unusual activities.

Measure 28. Reduce the number of access points for vehicles and personnel to minimum levels and periodically spot check the contents of vehicles at the access points. Be alert to vehicles parked for an unusual length of time in or near a facility.

Measure 29. Inspect all mail and packages coming into a facility. Do not open suspicious packages. Review the USPS "Suspicious Mail Alert" and the "Bombs by Mail" publications with all personnel involved in receiving mail and packages.

Measure 30. Network with local law enforcement intelligence units, i.e. FBI field offices, and liaison, as appropriate, with other departments.

Measure 31. Ensure that personnel with access to building plans and area evacuation plans be available at all times. Personnel should be able to seal off an area immediately. The Director of Safety and Security and staff required to implement security plans should be on call and readily available.

Measure 32. Increase security spot checks of vehicles and persons entering facilities.

Measure 33. Review and implement security measures for high-risk personnel, as appropriate.

Measure 34. Increase the frequency of warnings by Low Condition (Green) and Guarded Condition (Blue) and inform personnel of additional threat information as available. Implement procedures to provide periodic updates on security measures being implemented.

Measure 35. Ensure that a company or facility response can be mobilized appropriate for the increased security level. Review communications procedures and back-up plans with all concerned.

Measure 36. Review with all facility employees the operations plans, personnel safety, security details, and logistics requirements that pertain to implementing increased security levels. Review notification/recall lists.

Measure 37. Confirm availability of security resources that can assist with 24/7 coverage as applicable.

Measure 38. Step up routine checks of unattended vehicles, scrutiny of packages and vehicles, and monitor critical facilities and key infrastructure (e.g., directed patrol checks of hatches, traction power substations, signal equipment, tracks, switches, rail yards and shops, rights-of-way, parking lots, etc.) are properly secured.

Measure 39. Limit visitor access to key security areas and confirm that the visitor has a need to be and is expected. All unknown visitors should be escorted while in these areas.

Measure 40. Advise local police agencies that the facility is at Elevated Condition (Yellow) and advise the measures being employed. Coordinate emergency plans as appropriate with nearby jurisdictions.

Measure 41. Resurvey the surrounding area to determine if activities near the facility could create emergencies and other incidents that could affect the facility, e.g., airports, government buildings, industrial facilities, railroads, other pipelines, etc.

Measure 42. Instruct employees working alone at remote locations or on the ROW to check-in on a periodic basis.

Measure 43. Check to ensure all emergency telephone, radio, intercom, and satellite communication devices are in place and they are operational.

Measure 44. Direct all personal, company, and contractor vehicles at the facility are secured by locking the vehicles. Remind Bus drivers to lock vehicles and check vehicles before entering or driving.

Measure 45. Interface with vendors and contractors to heighten awareness and report suspicious activity. Post signs or make routine public announcements that emphasize the need for all passengers to closely control baggage and packages to avoid transporting items without their knowledge.

Measure 46. Assign canines to visible patrols in stations where applicable.

Measure 47. Alert bus and helicopter units, if applicable.

Measure 48. Increase special foot patrols, bicycle patrol, and bus and train boardings as appropriate. Use canine patrols if available.

Measure 49. Develop and implement a schedule for increasing the frequency of inspection including specific areas and item such as: telephone booths, garbage containers, and all public areas.

Measure 50. Assessing whether the precise characteristics of the threat require that further refinement of preplanned Protective Measures.

Measure 51. Implementing, as appropriate, contingency and emergency response plans.

Measure 52. Keep all personnel involved in implementing antiterrorist contingency plans on call.

Measure 53. Secure and regularly inspect all buildings, rooms, and storage areas not in regular use.

Measure 54. At the beginning and end of each workday and at other regular and frequent intervals, inspect the interior and exterior of buildings in regular use for suspicious packages.

Measure 55. Examine mail (above the regular examination process) for letter or parcel bombs.

Measure 56. Check all deliveries to facility and loading docks.

Measure 57. Make staff and dependents aware of the general situation in order to stop rumors and prevent unnecessary alarm.

Measure 58. At an early stage, inform members of local security committees of actions being taken. Explain reasons for actions.

Measure 59. Operate random patrols to check vehicles, people, and buildings.

Measure 60. Implement additional security measures for high-risk personnel as appropriate.

FTA Recommended Transit Protective Measures: ORANGE

High Condition (Orange) A High condition is declared when there is a high risk of terrorist attacks.

Measure 61. Move cars and objects (e.g., crates, trash containers) at least 25 meters from buildings (Where possible) particularly highly populated, mission related, or high profile buildings. Consider centralized parking. Move automobiles and other non-stationary items from station and terminal perimeters and other sensitive buildings or areas. Identify areas where explosive devices could be hidden.

Measure 62. Close and lock gates and barriers except those needed for immediate entry and egress. Inspect perimeter fences on a regular basis. Ensure that other security systems are functioning and are available.

Measure 63. Increase security manpower for additional surveillance, to act as a deterrent and prevent unauthorized access to secure areas, deploy specialty/technical resources, and enact local tactical plans, if applicable. The areas recommended for additional patrols should include railroad terminals, on trains and busses, at bus stops, parking areas, loading docks, ticket counters, secure areas, bridges, tunnels and interlockings. Increasing surveillance of critical locations.

Measure 64. Arrange for and deploy plainclothes law enforcement or security officials for surveillance in terminals, stations and other location as appropriate.

Measure 65. Physically inspect visitors and randomly inspect their suitcases, parcels, and other containers.

Measure 66. Continue Low, Guarded and Elevated measures or introduce those that have not already been implemented.

Measure 67. Activate emergency response plans.

Measure 68. Reduce facility access points to the absolute minimum necessary for continued operation. Restrict threatened facility access to essential personnel only.

Measure 69. Advise local police agencies that the facility is at a High Condition (Orange) and advise the measures being employed.

Measure 70. Consult with local authorities about control of public roads and accesses that might make the facility more vulnerable to terrorist attack if they were to remain open. Take additional precautions at public events and possibly consider alternative venues or even cancellation.

Measure 71. Erect barriers and obstacles to control direction of traffic flow and protect that terminal, station or other key area/facility from an attack by a parked or moving vehicle - company vehicles may be used for this purpose. Implement centralized parking and shuttle bus service where feasible.

Measure 72. Schedule more frequent visits to remote sites and other locations that are potentially impacted.

Measure 73. Increase the frequency of call-ins from remote locations. Employees should not work alone in remote areas.

Measure 74. Check all security systems such as lighting and intruder alarms to ensure they are functioning. Install additional, temporary lighting if necessary to adequately light all suspect areas or decrease lighting to detract from the area.

Measure 75. Identify the owner of all vehicles parked at key command, control, or communications areas or other critical areas/facilities/ and have all vehicles removed which are not identified.

Measure 76. Strictly enforce control of entry. Inspect all vehicles entering key areas/facilities including the vehicle's cargo areas, undercarriage, glove boxes, and other areas where dangerous items could be concealed.

Measure 77. Limit access to designated facilities to those personnel who have a legitimate and verifiable need to enter the facility. Implement positive identification of all personnel - no exceptions. Evacuate all non-essential personnel.

Measure 78. Implement frequent inspection of key areas or facilities including the exterior and roof of all buildings and parking areas. Increase patrolling at night and ensure all vulnerable critical points are fully illuminated and secure.

Measure 79. If threat is region specific, alert connecting region(s) of potential need for additional manpower and/or equipment; commanding officers of connecting region(s).

Measure 80. Review procedures and make necessary preparations to establish Command Center(s) where applicable; make necessary preparations to dispatch Mobile Command Centers and/or Air Wings in the event of an actual emergency; prepare to initiate an incident command system or similar incident management structure for organizing the response to emergencies. Prepare to execute contingency procedures, such as moving to an alternate site or dispersing the workforce.

Measure 81. Disable all baggage lockers where applicable.

Measure 82. Restrict access to boarding areas to ticketed passengers only.

Measure 83. Coordinate necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations.

Measure 84. Keep all personnel responsible for implementing antiterrorist plans on call.

Measure 85. Enforce centralized parking of vehicles away from buildings.

Measure 86. Increase patrolling of the facilities.

Measure 87. Protect all designated vulnerable points.

FTA Recommended Transit Protective Measures: RED

Severe Condition (Red). A Severe Condition reflects a severe risk of terrorist attacks.

Measure 88. Increase security patrol activity to the maximum level sustainable. Increase perimeter patrols and inspections of facility.

Measure 89. Cancel or delay all non-vital facility work conducted by contractors, or continuously monitor their work with company personnel as applicable.

Measure 90. Continue all Low, Guarded, Elevated and High Condition measures or introduce those that have not already been implemented.

Measure 91. Implement emergency and continuity plans as appropriate. Reduce restricted area access points to an operational minimum.

Measure 92. Augment security forces to ensure absolute control of key command, control or communications centers or areas and other potential target areas. Establish surveillance points and reporting criteria and procedures.

Measure 93. Limit schedule or routing.

Measure 94. Remove unattended, unauthorized vehicles parked within 300 feet of a terminal building or station where passengers load or unload.

Measure 95. Increase or redirect personnel to address critical emergency needs.

Measure 96. Assign emergency response personnel and pre-position and mobilize specially trained teams or resources.

Measure 97. Monitor, redirect, or constrain transportation systems.

Measure 98. Close public and government facilities.

Measure 99. Identify all vehicles within operational or mission support areas.

Measure 100. Search all vehicles and their contents before allowing entrance to facilities.

Measure 101. Control access and implement positive identification of all personnel.

Measure 102. Search all suitcases, briefcases, packages, etc., brought into the facility.

Measure 103. Frequent checks of building exteriors and parking areas.

Measure 104. Minimize all administrative journeys and visits.

Measure 105. Coordinate the possible closing of public roads and facilities with local authorities.

FTA Recommended Transit Activities: BLACK

A Black (Attack) condition means that a terrorist attack has occurred.

Measure 106. Activate Immediate Action Drills (IAD) and Emergency Responses to a Terrorist Attack (there are 10 essential IAD's)

Measure 107. Report the attack immediately to all emergency response organizations

Measure 108. Provide for security of the site and other transit system assets during the emergency and be alert to possible secondary attacks.

Measure 109. Assist response to any Casualties

Measure 110. Activate measures to Mitigate the effects of the Attack

Measure 111. Assess immediately impact of the attack on transit service and facilities and adjust or terminate services as required.

Measure 112. Advise FTA and FBI immediately of all know information regarding the nature of the attack so that FTA, FBI and others may immediately disseminate that information to other transit properties nationwide.

Measure 113. Provide Internal and Public Information asap

Measure 114. Designate the Incident Commander and Activate Transit Emergency Response (or Operations) Center and/or dispatch representatives to appropriate Emergency Operations Centers

Measure 115. Mobilize and provide transit assets (communications links, equipment, facilities and personnel) in support of the overall incident response effort.

Measure 116. Identify Attackers for Responders if witnesses and/or surveillance can provide timely and relevant information

Measure 117. Activate "on-call" external contractors or other special support as required

FTA Recommended Transit Activities: PURPLE

A Purple condition designates business recovery activities after an attack.

Measure 118. Activate (or hastily develop) Business Recovery Plan

Measure 119. Restore Transit System capabilities

Measure 120. Restore the Scene of Attack to functionality

Measure 121. Guard against secondary Attacks

Measure 122. Evaluate why Attack succeeded and update Threat and Vulnerability Analysis

Measure 123. Identify and implement corrective measures

Measure 124. Restore Public confidence by announcing new measures

Measure 125. Return to an appropriate preventative level of GREEN thru RED

Measure 126. Coordinate funding and other needs for transit system restoration with FTA

Measure 127. Identify Short and Long Term Capital replacement needs, develop plans and detailed designs

Measure 128. Complete an After Action report

EXHIBIT I.4

TRANSIT SECURITY PLAN

To be provided by Contractor

EXHIBIT J

**EL SOL SHUTTLE SERVICE
VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time _____ Vehicle No. _____

Checked BY _____

	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
EXTERIOR			
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body—Front and Sides	_____	_____	_____
Body—Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
INTERIOR			
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____
Subtotal	_____	_____	_____
Total	_____	_____	_____
OVERALL RATING	_____	VERY GOOD	
	_____	ACCEPTABLE	
	_____	UNACCEPTABLE	

FUEL PRICE ADJUSTMENTS

EXHIBIT K

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval (interval may differ), which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L.

Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit L.

However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L.

Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

Sample Calculation of the Fuel Adjustment

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005

Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - May 2005	245.02 cents per gallon
Diesel (On-Highway) - April 2006	293.23 cents per gallon
Percent change in Diesel (On-Highway)	19.7% increase

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) * x (Percent change in Diesel Price)

= [(10%) x (\$15.00)] x (19.7%)

= (\$1.50) x (19.7%)

= \$0.30 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006

\$15.00 + \$0.30 = \$15.30

Sample Calculations - Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005 (Long-Term Fuel Price : \$2.00 per gallon)

Contract start date: July 2006

Renegotiation of Fuel Price: September 2006 (renegotiated price is \$2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

August 2005	200.00 cents per gallon
Renegotiated Price in September 2006	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in price)

= [(10%) x (\$15.00)] x (12.5%)

= (\$1.50) x (12.5%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006

\$15.00 + \$0.19 = \$15.19



The following checklist and other general information are provided to assist motor carriers whose California terminals are subject to inspection by the Department of the California Highway Patrol pursuant to Vehicle Code Section 34501 or 34501.12. Any motor carrier, as defined in Vehicle Code Section 408 and/or Section 34501.12(a), can improve its ability to pass such inspections by closely examining its own operations in the light of the following checklist.

ABBREVIATIONS USED ARE AS FOLLOWS:

13 CCR: Title 13, California Code of Regulations	DMV: Department of Motor Vehicles
49 CFR: Title 49, Code of Federal Regulations	PNP: Pull Notice Program
BIT: Biennial Inspection of Terminals	PUC: Public Utilities Commission
CHP: California Highway Patrol	VC: California Vehicle Code
CMV: Commercial Motor Vehicle	USDOT: U. S. Department of Transportation

NOTE: Compliance with federal regulations governing testing of drivers for use of controlled substances and abuse of alcohol is also required, but is evaluated separately from all other matters. See 34520 VC and 49 CFR Part 382 for information regarding this issue. The CHP also publishes a checklist similar to this one titled CHP 800F, Controlled Substances and Alcohol Testing Compliance Checklist.

DRIVER RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing him/her to drive a vehicle listed in VC 34500? VC 1808.1(a)
2. Before you use a driver, is his/her DMV driving record reviewed? VC 1808.1(a)
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of his/her PNP record? VC 1808.1(a)

DRIVER RECORDS - PNP

4. Are all your company's drivers enrolled in the PNP including managers, supervisors, family members, or anyone else who may at any time drive a vehicle that requires the driver to have a class A or class B driver license or any special driving certificate, or an endorsement to transport hazardous materials with a class C license? VC 1808.1(b)) See also VC 34501.12(h)(2)(B)
5. Do you have a current pull notice record on file for each of your drivers? VC 1808.1(c)
6. Have PNP records been examined to verify that each employee's driver license has not been suspended or revoked; to verify each employee's traffic violation point count; and whether any employee has been convicted of driving under the influence of alcohol or drugs? VC 1808.1(c)
7. Are PNP records signed and dated? VC 1808.1(c)
8. Have you employed or continued to employ as a driver any person for whom a disqualifying action has been taken against his/her driving privilege or required certificate? VC 1808.1(f)

DRIVERS' HOURS OF SERVICE RECORDS

9. Do you maintain driver timekeeping records for each of your drivers including those who only drive locally (time sheets, cards, etc.)? 13 CCR 1234(a)
10. Are timekeeping records complete? 13 CCR 1234(a)
11. Is the original of each driver timekeeping record retained for at least six months? 13 CCR 1234(a)

DRIVER PROFICIENCY AND RECORDS

12. Do you require drivers to demonstrate their ability to safely operate each different type of vehicle or vehicle combination before allowing them to operate these vehicles on the highway unsupervised? 13 CCR 1229
13. Do you maintain a record of the different types of vehicles and combinations each driver is capable of operating proficiently? 13 CCR 1234(b)

MAINTENANCE PROGRAM AND RECORDS

14. Are your vehicles maintained in good mechanical condition? 13 CCR 1230
15. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? 13 CCR 1234(e)
16. Do you require a "negative DVIR report" when no defects are found by the driver? 13 CCR 1234(e)
17. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? 13 CCR 1234(e)
18. Do you retain DVIRs for at least three months? 13 CCR 1202.2, 49 CFR 396.11(c)(2)
19. Are all vehicles regularly and systematically inspected, maintained, and lubricated? 13 CCR 1232(a)
20. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles and does that means include the date or mileage when these operations are due? 13 CCR 1232(a)

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS **EXHIBIT M**

21. Do you document each inspection, maintenance, lubrication, and repair performed for each vehicle under your control?
13 CCR 1234(f)
22. Are all maintenance records kept current and available for inspection? *13 CCR 1234(f)*
23. Are maintenance records retained for at least one year? *13 CCR 1234(f)*
24. Do maintenance records include: *13 CCR 1234(f)*
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date or mileage and nature of each inspection, maintenance, lubrication, and repair performed?
 - (c) The inspection, maintenance, and lubrication intervals?
 - (d) The name of the lessor or contractor furnishing any vehicle?

CARRIER-PERFORMED INSPECTIONS

(Questions 25 through 29 apply only to motor carriers operating the following vehicles.)

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating.*
 - *Truck tractors.*
 - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (VC 242), trailer coaches (VC 635), and utility trailers (VC 666), as defined, are not included.*
 - *Any motortruck with a gross vehicle weight rating of more than 10,000 pounds (excluding a pickup truck as defined in 471 VC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the Vehicle Code).*
 - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials in an amount that requires the display placards.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? *VC 34505.5(a)*
 26. Do your 90-day safety inspections include at least the following: *VC 34505.5(a)*
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
 27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? *VC 34505.5(b)*
 28. Do 90-day inspection records include: *VC 34505.5(c)*
 - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
 29. Are these inspection records retained for at least two years? *VC 34505.5(c)*

(Questions 30 through 34 apply to Tour Bus operators only [VC 612])

30. Do you perform a safety inspection at least every 45 days on each tour bus? *VC 34505(a)*
31. Do your 45-day safety inspections include at least the following: *VC 34505(a)*
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
32. Are defects which are noted during 45-day inspections corrected prior to operating the tour bus on the highway? *VC 34505(b)*
33. Do 45-day inspection records include: *VC 34505(c)*
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
34. Are these inspection records retained for at least one year? *VC 34505(c)*

VEHICLE IDENTIFICATION

35. Does each vehicle or combination of vehicles display the company name on both sides in characters clearly legible from a distance of 50 feet? *13 CCR 1256*
36. Do your vehicles display a valid operating authority, motor carrier permit, or identification number? *VC 34507.5(b)(1)*
37. Are identification numbers removed before sale, transfer, or other disposal of a vehicle? *VC 34507.5(b)(3)*

HAZARDOUS MATERIALS HANDLING PROCEDURES

EXHIBIT M

38. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in Title 49, Code of Federal Regulations (49 CFR) Parts 100 to 178, covering the following requirements?
- (a) Packaging, selection, and proper use of specification containers. 13 CCR 1163, 49 CFR 173.24
 - (b) Marking and placement of required markings on packages and containers. 13 CCR 1161.3, 49 CFR 172.300
 - (c) Proper labeling of packaging and containers. 13 CCR 1161.2, 49 CFR 172.400
 - (d) Proper placarding of vehicles or containers. 13 CCR 1162, 49 CFR 172.500
 - (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? 13 CCR 1161, 49 CFR 172.200
 - (f) Loading compatibility, load securement, protection from weather? 13 CCR 1164, 49 CFR Part 177
 - (g) Spill reports submitted as required; copies retained at terminal? 13 CCR 1166, 49 CFR Part 171

SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects which could have developed in normal operation despite a thorough and frequent preventive maintenance program will not preclude assignment of a satisfactory terminal rating. Criteria for assignment of a satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices, and shows that the motor carrier follows a well-defined program for scheduled maintenance.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and are consistent with the actual condition of the vehicles, not just "paper maintenance."
- C. Drivers' daily vehicle inspections are performed and the findings are documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long-standing nature.
- E. Drivers' timekeeping records are in use and are current. Records are retained for at least the minimum time required.
- F. Drivers comply with hours of service limits established by state and federal law, as applicable.
- G. Drivers' timekeeping records truthfully reflect driver's actual hours of service.
- H. Records reflect compliance with Vehicle Code requirements with respect to the PNP.
- I. Required driver proficiency records are on file.

UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing evidence of widespread noncompliance with, significantly declining compliance with, or disregard for statutory or regulatory requirements. An unsatisfactory rating will be assigned for any condition described in (A) through (I) below, or for two or more conditions described in (J) or (K) below:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
 - B. More than 20% of inspected vehicles are placed out-of-service.
 - C. No maintenance records on file.
 - D. Drivers' timekeeping records or other evidence reveals consistent hours of service violations.
 - E. Falsified drivers' timekeeping records.
 - F. Drivers' timekeeping records not on file as required.
 - G. Some or all drivers are not enrolled in the PNP.
 - H. Evidence of willful disregard of statutory or regulatory requirements.
 - I. Lack of compliance with hazardous materials transportation requirements which could jeopardize public or environmental safety, or hinder prompt action by emergency response personnel.
-
- J. Maintenance program discrepancies as follows:
 - (1) Violations generally spread over all vehicles which by their nature should have been detected and corrected under an effective inspection and maintenance program.
 - (2) Maintenance records not current.
 - (3) Maintenance record entries not consistent with vehicle condition, revealing "paper maintenance".
 - (4) Inspection or maintenance not performed as scheduled.
 - (5) Vehicle defects not promptly corrected.
 - (6) Vehicle repairs not properly recorded.
 - K. Driver records discrepancies as follows:
 - (1) Driver records not current.
 - (2) Driver records not on file for the required retention period.
 - (3) Improperly prepared drivers' records.

CONDITIONAL RATED TERMINALS

EXHIBIT M

A terminal rated **conditional** is one in which the terminal's compliance is no longer manifestly unsatisfactory, but full compliance has not been demonstrated. In this case, the CHP will return for a follow-up inspection in approximately six months to assign a rating. The new rating will not be conditional; it will be either satisfactory or unsatisfactory. Under certain circumstances when reinspecting a terminal which had been previously assigned an unsatisfactory rating, the CHP is unable to determine that all required corrections have been accomplished by the motor carrier. An example would be a terminal which had received an unsatisfactory rating for excessive drivers' hours of service, and as a result the PUC or DMV had suspended the motor carrier's operating authority or motor carrier permit for a period of time. During the suspension, the carrier could not lawfully operate any of its vehicles, and therefore could not demonstrate compliance with laws and regulations governing drivers' hours of service. Under such circumstances, if all other compliance failures at that terminal had been corrected by the carrier, the CHP will normally assign a conditional rating to that terminal, then reevaluate the hours of service issue later.

ABOUT THIS CHECKLIST

This checklist, while detailed, cannot list all possible items where compliance with law or regulation could be an issue, nor can it explore all possible applications of CHP policy in the assignment of ratings. A motor carrier who examines his or her operations using this checklist as a guide can identify areas where compliance may be weak, and take action to improve those areas. Some of these items may not apply to every type of carrier. Laws and regulations change over time, and staying current with these changes is one of the keys to success for anyone who operates or directs the operation of commercial vehicles. This checklist is not law; it is intended only to assist motor carriers in achieving success in the area of highway safety. It does not bind the CHP to a particular determination regarding the compliance of any motor carrier with laws and regulations in existence at any given moment. Any conflict between this checklist and a law or regulation, or future change in CHP policy, will be resolved in favor of the law, regulation, or policy. This checklist will be revised to reflect significant changes in these areas as soon as possible after they occur.

CHP MOTOR CARRIER SAFETY UNITS

Questions may be directed to any of the Motor Carrier Safety Units listed below.

Northern Division

2485 Sonoma Street
Redding CA 96001-3026
(530) 225-2098
(530) 246-1264 (Fax)

Valley Division

11336 Trade Center Drive
Rancho Cordova, CA 95741-0640
(916) 464-2090
(916) 464-2097 (Fax)

Golden Gate Division

1551 Benicia Road
Vallejo, CA 94591-7568
(707) 648-4180
(707) 649-4766 (Fax)

Central Division

4771 West Jacquelyn Avenue
Fresno, CA 93722-6406
(559) 445-6992
(559) 276-9449 (Fax)

Southern Division

437 North Vermont Avenue
Los Angeles, CA 90004-3590
(323) 644-9557
(323) 953-4827 (Fax)

Border Division

9330 Farnham Street
San Diego, CA 92123-1284
(858) 650-3655
(858) 637-7159 (Fax)

Coastal Division

4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401-7992
(805) 549-3261
(805) 541-2871 (Fax)

Inland Division

847 East Brier Drive
San Bernardino, CA 92408-2820
(909) 388-7102
(909) 885-0981 (Fax)

MONTHLY RIDERSHIP FORM (MR-20) FOR LACMTA CONSOLIDATED NTD REPORT FOR FISCAL YEAR _____

Agency

Mode **MB**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sept					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

Mode **DR**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sep					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

PREVENTIVE MAINTENANCE

SECTION 1. SERVICE PROVISIONS

The Preventive Maintenance Inspection (PMI) Services to be provided by the Contractor shall consist of levels hereinafter referred to as "A," "B," "C", "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein.

A. PMI Service Sequencing

- 1. "A" service occurs every 6,000 vehicle miles or 3 months (90 days), whichever occurs first.
- 2. "B" service occurs every 12,000 vehicle miles or 6 months, whichever occurs first.
- 3. "C" service occurs every 20,000 vehicle miles or annually, whichever occurs first.
- 4. "J" inspection occurs every 45 days regardless of mileage.
- 5. "I" inspections occurs a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated vehicle reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance repair performed.
- 6. "DVIR" Daily Vehicle Inspection Report. A legally required document prepared each day by the vehicle operator (driver) regarding the vehicle to be operated. A copy is to be retained by the Contractor maintenance shop and any repair work documented. This report requirement is explained in more detail in the "Operator Requirements" section of this document.
 - a. "A" service occurs as part of every "B," and "C" Service inspection and coordinates with the "J" inspection.
 - b. PMI service sequencing (repeats each 20,000 miles).

	<u>SERVICE Miles</u>	<u>PMI SERVICE</u>	
90 days maximum	6,000	A	A

EXHIBIT O

6 months maximum	12,000	B	A&B
	18,000	A	A
1 year maximum	20,000	C	A,B,&C
45 days maximum	45 days Inspection	J	J & A
weekly maximum	Weekly Inspection	I	I
Pre-trip inspection by operator (driver) – Daily			DVI

B. Inspections/PMI Services

1. "A" Inspection (PMI) service (6000 miles/3-months - 90 days) (includes the following items but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Engine fuel/water separator; drain water
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Front axle spindles, lubricate engine
- Coolant, check condition
- Coolant hoses and clamps, check condition
- Differential oil level, check
- Brake fluid level
- Battery water level
- Inspect brakes for operation and wear. Record percentage of pad, lining remaining
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record
- Inspect accessory drive belts for wear and tension; record result
- Inspect brakes, adjustment
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Measure and record tire tread depth
- Check and record tire pressures (including spare tire)
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for operation of all switches gauges and lamps

EXHIBIT O

- Inspect upper (overhead) panel for operation of all switches gauges and lamps
- Inspect all doors for adjustment and smoothness of operation
- Inspect wheelchair lift for operation and adjustment; including interlock device
- Clean and lubricate wheelchair lift
- Cycle wheelchair lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling
- Inspect floor covering and step treads for damage
- Test HVAC
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit.
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation

Plus other additional items as deemed appropriate.

Note: "A" Inspection/service repeats with each "B" and "C" service Inspection and coordinates with the "J" inspection.

2. "B" Inspection/service (12,000 miles/6 months) (included but not limited to)

- "A" inspection;
- Engine fuel filter, (Ford) replace (primary)
- Engine fuel filter (Racor), replace filter element (secondary)
- Accessory drive belts; replace
- Check front wheel alignment
- Check front suspension and all shock absorbers
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections

Plus other additional items as deemed appropriate.

3. "C" Inspection/service (20,000 miles/Annual) (included but not limited to)

- "A" inspection
- "B" inspection
- Engine coolant; replace
- Flush engine block
- Replace engine coolant thermostat
- Replace coolant hoses, clamps
- Replace radiator pressure cap
- Repack front wheel bearings
- Inspect differential, change oil

Plus other additional items as deemed appropriate.

4. "J" Inspection ("45" day inspection/45 day cycle only)
(included but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be a matter of record
- Brake inspection, adjustment as necessary
- Inspect brake system for leaks, brake fluid level
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires
- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment
- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

5. "I" service level (minimum once per week)

Contractor shall perform the PMI service level "I" in accordance with California Code Regulations Title 13, Section 1234(f) and California Vehicle Code Section 34500.

Contractor shall be responsible for and shall conduct an "I" Service at frequent intervals (minimum weekly) utilizing qualified maintenance personnel.

PMI service Level "I" shall include, but not be limited to the following:

"I" service (minimum weekly)
(included but not limited to)

- Engine accessory drive
- Drive belts – inspection
- Measure belt tension and record
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation)
- Tire pressure to specification
- Front wheel bearing leaks
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation
- Door operation
- Wheelchair lift interlock operation
- Wheelchair lift operation
- Emergency escape window operation
- Wiper/washer operation
- HVAC system operation effectiveness
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

6. "DVIR" Daily Pretrip/Post Trip Vehicle Inspection

- By operator (driver) of vehicle
- Required inspection. 13 CCR 1215 (a)/Section 34500 CVC
- Contractor shall cause assigned driver (operator) of revenue service vehicle to conduct a vehicle "pre-trip" inspection of said vehicle prior to operating (driving) said vehicle on a daily basis, signed by the assigned operator (driver) of the vehicle.
- The vehicle defect report is required as a matter of record, whether or not any defects are found.

Note: This inspection is not a pure maintenance function inspection, but rather it is an operational inspection by the operator (driver) of the vehicle. Further

detail of the "DVIR" inspection is explained in the "operations" section of this document. (Also, under "Record Keeping Requirements").

C. Services Not Included

The following services shall be handled as regular contractor orchestrated maintenance and shall not be performed as part of the PMI service:

- Tire replacement
- Tire repair
- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance
- Vehicle washing and cleaning (exterior and interior)
- Re-charging the fire extinguisher/ fire extinguisher compliance
- Fuel and labor required to transport vehicles to be serviced/repaired

D. Parts Not Included In PMI Service
(Contractor Supplied)

The following parts shall be maintained and replaced as needed on a day-to-day basis by the Contractor at their own expense.

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

EXHIBIT O

The following parts shall be provided under either PMI service or regular maintenance Services performed by the Contractor:
(included but not limited to)

Engine: Oil filter(s)
 Air filter element
 Fuel filter element (both)
 Replacement oil
 Replacement coolant

Miscellaneous: Power steering fluid
 Brake fluid

Transmission: Oil filter(s)
 Replacement oil

Differential: Replacement oil

Wheel Bearing: Grease seals
 Grease

Lubrication grease
Silicone
Battery water (distilled)
Battery terminal spray/protectant
Windshield washer fluid

Miscellaneous hoses/flex lines, and washer that have a replacement requirement as part of the PMI service schedule.

Miscellaneous seals, and gaskets that have a replacement requirement as part of the PMI services schedule.

Miscellaneous engine accessory drive belts as part of PMI services schedule.

The following parts shall be provided by Contractor only as part of a PMI service:

A/C Compressor lube oil
Freon #R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing County-approved personnel and a County-approved sample-taking process. Within one business day of taking the sample, sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is 500 miles prior to Each "B" service/inspection (every second oil change).

Transmission Oil: Sample requirement is 500 miles prior to every other "A" only (15,000 miles) service/inspection. Not to exceed 15,000 miles.

The Contractor shall inform the Contract Manager, at least seven (7) calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the Contractor's sampling procedures.

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known -or- returned to Contractor by the oil analysis vendor.

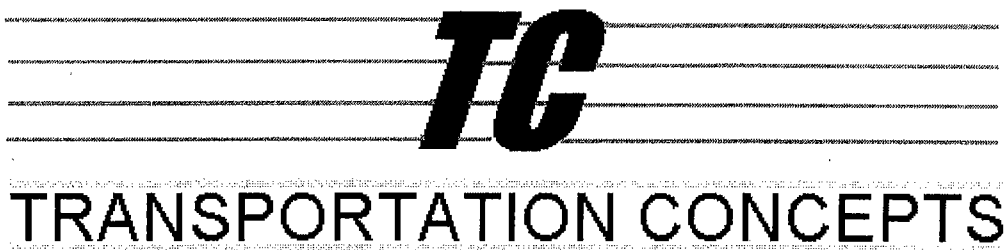
SECTION 3. RECORDS

Individual PMI service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with California Highway Patrol terminal inspection requirements. Records shall be maintained for all "DVI," "I," "J," "A," "B," and "C" Inspection/ service plus any maintenance conducted/repair.

A copy of each PMI services/repair activity shall be mailed to County at the following address:

County of Los Angeles
Department of Public Works
Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Transit Manager



**Proposal to Operate
The El Sol Shuttle Services
for the
County of Los Angeles
Department of Public Works**

SUBMITTED TO: County of Los Angeles
Department of Public Works, Lobby Cashier
900 South Fremont Avenue
Alhambra, CA 91803

SUBMITTED BY: Transportation Concepts
12 Mauchly, Building "I"
Irvine, California 92618

CONTACT: Sandi Schmidt
Vice President of Business Development
Phone: (562) 433-5778
Fax: (562) 433-5289
E-mail: sschmidt@transportation-concepts.com

February 5, 2007

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February 5, 2007

Ms. Leslie Schenk
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

RE: Letter of Transmittal

Dear Ms. Schenk:

Transportation Concepts is pleased to submit this proposal in response to the Department of Public Works in response to the Request for Proposal to provide the El Sol Shuttle Services.

Transportation Concepts' proposal demonstrates a commitment to operate and manage these services so as to meet or exceed all of the performance standards set forth in this procurement. Transportation Concepts is confident of our ability to perform at this level for the following reasons:

- ◆ Technically Strong and Experienced Management Team with hands on experience overseeing this service
- ◆ New Vehicles Capable of Meeting the Service Demands
- ◆ Corporate Team of Transit Experts Committed to Support this Project
- ◆ Company Culture built upon a "Service Excellence" Philosophy
- ◆ Current and Proven Quality Provider of L.A. County Contracted Transportation Services.

Sandi Schmidt, Vice President of Business Development for Transportation Concepts will serve as the point of contact with the LA County staff throughout the procurement and subsequent contract. Ms. Schmidt is authorized to negotiate the procurement and contract on behalf of the company. Contact information for Ms. Schmidt is identified on the title page. The direct phone number for Ms. Schmidt is 562-433-5778.

Transportation Concepts looks forward to the opportunity to be considered as the operator of the El Sol Shuttle Services.

Sincerely,

Sandi Schmidt

Sandi Schmidt
Vice President of Business Development

EXPERIENCE

Background

Transportation Concepts is the public transportation division of Parking Concepts, a California Corporation, with corporate offices in Irvine, California. Gill Barnett, President and owner of Parking Concepts, founded the company in 1974 in order to provide an enhanced level of customer service to an industry that had been sorely lacking in customer service. Today, Parking Concepts is one of the most successful and respected parking facility operators in the United States. The success with the focus on customer service coupled with the desire for growth and development provided a natural platform into the public transportation arena.

In 1982, Parking Concepts was awarded a shuttle bus contract at the Ontario International Airport. It was at that time that Transportation Concepts was formed. To this day Transportation Concepts has continuously operated shuttle bus service at the Ontario International Airport, either for the Airport or for Sunrise Parking as an add on to the parking services.

However, Transportation Concepts truly became its own entity in 1999. It was at this time, that the organization began heavily recruiting industry professionals to ensure that we could deliver the level of service that we had come to expect from our organization. We believe that an organization is only as strong as its employees. To this end, we have made a commitment to invest in our people. Many outstanding managers recently joined the TC team. These individuals had been waiting for a private transportation firm that demonstrated Total Commitment to their clients, customers, and employees, in a consistent manner.

Through our employees we have extensive experience in all aspects of operations. The executive management staff has over 75 years of transportation experience in the following areas:

Fixed-Route Services and Express Services:

The operation of regularly scheduled services throughout the United States including overall management responsibilities encompassing day to day administration of systems operating in rural transit environments as well as major metropolitan areas of up to 365 buses carrying 62 million passengers per year. This includes routing and scheduling, safety oversight, vehicle and facility maintenance, road supervision and dispatch oversight, integration of technology, and of course vehicle operations. TC employees have experience in this type of service since 1987.

ADA paratransit Services/Dial-a-Ride Services:

Our team has experience providing paratransit and dial-a-ride services since 1985. This includes management, reservations, scheduling, dispatch, vehicle maintenance and operations.

We have extensive experience in managing various size and types of such specialized services ranging from two to over one hundred vehicle operations carrying up to 1,000 passengers per day. Our Customer Support Staff includes highly qualified, seasoned transit call center professionals, each with a specific expertise in the technical, financial, and operational aspects of specialized transit services.

Shuttle/Circulator/Feeder Services

TC has been providing airport shuttle services since 1982. In fact, we currently operate 10 separate shuttle services of varying operating characteristics to include, campus shuttles, medical center shuttles, and restaurant shuttles. We are extremely proficient at providing high quality, high capacity, short haul, high frequency services. In addition, we provide other special services including regular shuttles connecting remote parking lots to employment centers; feeder services linking passengers from the train station to employment centers, and commuter services providing people transportation from designated parking lots in suburban areas to jobsites located in major metropolitan areas. These services are one way we can contribute to improving the air quality of the communities we serve.

Technology

Transportation Concepts has extensive experience with transit related technology to include automated scheduling systems, GPS, MDT, AVL and TransTrak, DriveCam etc.

Through our team we have utilized systems such as Trapeze, RouteMatch, StrataGen, Route Logic, and @Roads scheduling systems. Several of our employees have attended user conferences for each of the designated software packages and we have developed sound business relationships with these organizations for support services. TC currently utilizes RouteMatch software interfaced with MDT's successfully in our Corona location.

TC employs highly qualified consultants as primary support for the various products utilized in transit operations as we find this approach more efficient and effective for each entity involved. The assigned individual will be 100% dedicated to each job assignment relative to information technology support.

Operations Programs

As a professional provider of transportation services for over twenty-four years, we have developed and implemented programs for a full range of transportation services. Our programs include the following:

Safety - employee, ridership, maintenance shop, environmental, accident/incident prevention and response.

Customer Service - passenger relations, disability awareness.

Employee Development - recruitment, screening, hiring, training, and supervision.

Maintenance - preventive, body work, warranty, parts inventory, vehicle appearance, heating/air conditioning, audit/inspection, and technician training.

Vehicle Operation - employee check in, vehicle inspection, dispatch/vehicle communications, on time performance, route supervision, fare collection and extensive training.

During the implementation of services, these programs will be tailored to meet specific contractual requirements related to the County's service.

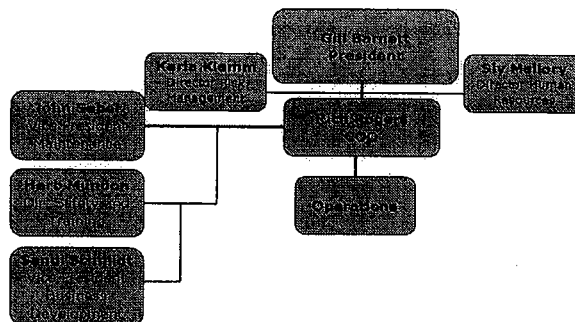
In order to successfully facilitate our programs throughout each of our operations we must effectively maintain our support structure and ensure that each area is developing and continuously improving.

Management

Every person on our team must demonstrate a high degree of passion for customer service and be able and willing to provide it to the community and the system ridership.

TRANSPORTATION CONCEPTS CORPORATE STRUCTURE

CORPORATE ORGANIZATIONAL CHART



Our primary mission is to ensure that we safely deliver the highest level of quality service to exceed your expectations. Experience dictates that the catalyst that drives contractor success begins with the local management team and staff that are assigned to a project.

Considering the scope of these services we are proposing Brain Connell, an extremely experienced and successful project manager for the El Sol Shuttle Services. Mr. Connell's capabilities will ensure that we are able to provide the highest level of service to the County of Los Angeles. Transportation Concepts has included additional information on both Corporate and Local support staff to include resumes in the section labeled "Service and Staffing Plan"

Customer/Provider Relationship

Another major catalyst that drives the success of any transportation operation is the partnership that is formed, and continually nurtured, between clients, passengers, employees' and the community that is served.

Transportation Concepts would be committed to serve as the transportation representative for the requested shuttle service operation in the provision of services necessary to achieve success in this area. We believe that a "contract provider stands in the shoes of its lead agency". This responsibility implies the importance of coordination and liaison in a contractual relationship. Specifically, we are committed to the following:

Assistance at Public Hearings and Technical Workshops - As a Shuttle service provider, our senior management and location management team will always be available to attend public hearings, coordinate implementation efforts, and discuss service characteristics and operating policies with staff and dignitaries whenever needed.

Coordination and Implementation of Service Changes - We recognize that all transportation services "evolve" over time. A contractor must accommodate these changes the same as a public sector provider is required. We are not only willing to accommodate changes, we anticipate changes and are committed to contribute data and knowledge to support this process.

Marketing Efforts and Events - We will willingly and enthusiastically participate in special and routine marketing efforts. We are committed to work collectively with Staff to provide ongoing efforts to ensure that the services we provide are a success.

Technical Liaison with Planner and Consultants - Immediately following a service adjustment or change, a service provider has an obligation to share its experience and ideas with those individuals responsible for planning and system design.

Technical liaison also includes providing extensive feedback regarding ridership and performance indicators at a moments notice. For example, planners need immediate feedback about time points at various stops following the

implementation of new routes and stop changes to determine if times may need to be adjusted.

While cost implications usually accompany service changes, it is vital that the contractor be flexible as its County counterpart, regardless of the “letter” of contractual language. Without this flexibility, contracted service providers end up providing a less than expected level of service, and relationships are strained between contractor and client agency. Transportation Concepts views our relationship with LA County as a “partnership”. We will extend the utmost cooperation and coordination to insure that changes are carried out in the most successful manner.

Transportation Concepts is confident of our ability to successfully work in partnership with the Los Angeles County, Department of Public Works to provide service excellence for the El Sol Shuttle Service.

WORK PLAN

Transportation Concepts (TC) clearly understands the County's requirements and standards for service quality and safety. Transportation Concepts has addressed all aspects of operations relative to operating the County's service and meeting and exceeding such standards within this scope of work and throughout the proposal. However, in order to ensure success, Transportation Concepts first priority is starting the service effectively. The implementation of the service builds the foundation from which to grow and continuously improve the operation. The approach to the scope of work includes all of the elements that will make this system successful on a day to day basis beginning with the initial implementation.

Implementation Plan

Transportation Concepts (TC) realizes that the implementation of the new contract is critical to the overall success of the operation. It is our chance to make an outstanding "first impression". We take this very seriously as this will set the tone for public perception which not only reflects on TC but the County as well. This is a tremendous responsibility and our approach to transition is one of dedication and commitment to ensure that the fixed route service will start up on a positive note that continues throughout the term of the contract.

TC operates several contracts that involved an initial transition from public to private operator, from competitor to TC, or new service altogether. In addition, the nature of this business requires the need to transition from day to day on many levels day to include: the addition of service, route revisions, new employees, implementation of new policies, new technology, or new contractual obligations, even traffic or weather conditions can facilitate the need for making a transition. TC believes the most important element of effectively carrying out a designated "transition" is open, clear, and consistent communication. If all of the people involved in implementing a transition along with all of the people who will be affected by the transition are informed and prepared to make the transition, we are guaranteed success.

This is where the strength of our people makes the difference. Our team brings over 100 years of combined experience in public transit operations to include contract transitions similar to the County's Services.

We recognize that the County's services are unique with several distinctive characteristics to include first and foremost a challenging labor market and seasonal ridership.

We would like to hold a meeting with the County immediately upon contract award. Our plan will be adjusted based on the schedule initiated by the County. Additionally, the plan will be further tailored upon coordination with the County.

Described below are the elements necessary for a smooth transition and implementation. The primary ingredient to a successful transition is the establishment of a respectful partnership between TC and the County. This requires communication, working together as a team, final clarification of and negotiation of the contract, and establishing common goals. In order to ensure that we accomplish these things, we will assign various members of the local and support team duties and responsibilities required to ensure each identified milestone is met and all items necessary for contract transitions are carried out. A master plan will be distributed to our team and team members will be held accountable relative to their assignments.

Workforce

We have assumed that a minimum of 75% of the current driving force will make the transition to TC if we are the selected Contractor. Our plan is to offer employment to as many of the existing employees who are interested and qualified in conjunction with Labor Code 1070. Through our employees, we have a sound understanding of the service area, the nature of the service, the regulatory issues governing the service, and truly understand the relationship that must exist between the Contractor and the County.

However, we realize we would benefit from an experienced and trained workforce and will focus on recruiting and hiring existing employees.

In the event it is necessary to recruit, hire and train new employees we have a solid approach to hiring and retaining employees described later in our proposal. We will implement strategies to include advertising in local newspapers, working with the County in conjunction with the County's website, as well as websites and agencies that focus on the service area. Once we hire the optimal number of employees to ensure effective operations, we have to ensure that they are trained properly.

Transportation Concepts will begin training classes as necessary for existing and new employees. These classes will be staggered so that the training is provided efficiently and effectively without affecting the current service. Our training approach will ensure that a sufficient number of Operators are trained and ready on our first day of service. This is the same philosophy to accommodate any turnover experienced during the term of the contract. Transportation Concepts has assumed an average of 30% turnover throughout the term of the contract.

Training Staff

Initially, Mr. Herb Mundon, our Director of Safety and Training, will be responsible for the coordination of all training efforts during the transition phase and in the first month of the contract. The local team will work in conjunction with Mr. Mundon during the

transition phase and take over all safety and training responsibilities upon service start. Each trainer will be properly certified, ensuring that each of the training staff is familiar with the training requirements, tracking progress, and giving the final sign off on each and every one of the drivers.

Administrative Duties

Administrative requirements such as the dissemination of operating materials, the development and maintenance of detailed employee files, creating and keeping an extensive library of training materials and setting up payroll are significant factors during the transition. All administrative functions will be handled locally under the direction of Brian Connell, our Project Manager. Brian will assign a designated individual during the transition phase that will be responsible for the establishment of accounts, the establishment of petty cash funds, credit card accounts and payroll, the identification and implementation of the billing process, creation and maintenance of both employee files and training library, setting up the purchase of the vehicles and initiation of insurance coverage, any additional office supplies, coordination of cleaning process for system vehicles, fare collection and revenue procedures, and banking.

Operational Issues

A detailed timeline and plan will be put together after contract award and meetings with the County as circumstances often change from the planning stages to the actual implementation time.

Transportation Concepts is successful due to the ability to be flexible and effectively manage day to day operations. We are proposing a very hands-on, team oriented operational approach to this project. Due to the size of our company and our strategic approach to pursue opportunities that are a good fit for the organization, we will have the ability to give this project very personal attention from the top of the organization and beyond. This will be evident in the overall performance of the service and the impact on the community.

Transportation Concepts truly believes in teamwork, among our employees and with the clients we serve. We approach contracting as a true partnership to provide the greatest good to the community. This philosophy will drive the entire process and greatly benefit the service in the long run. Our goal with the County is continuous growth and development and of course the effective operation of the El Sol Shuttle Service. In an ever-changing environment, there is always room for improvement, and we at TC will continuously strive for improvement that will result in a successful operation of the said routes.

Hiring of Employees

Transportation Concepts has first hand experience operating in southern California. We have been operating in this environment for over 25 years. The regional and local transportation providers along with several contractors all vying for operators can make it very difficult. Recognizing this, Transportation Concepts has taken the initiative to offer an extremely competitive wage & benefit package in compliance with the Living Wage Ordinance.

Wage information is included in the required forms section and pricing section of our proposal. TC will also provide benefits to include health and dental in compliance with the Living Wage Ordinance.

We realize that this alone will not make our quest challenge free. We will have a solid recruiting plan in place to ensure that we are operating at full capacity. Our recruiting strategy involves getting out in the community. We will visit the workforce centers and employment centers as necessary throughout the County and work with the county on job placement. We will begin advertising immediately upon contract award and continue regularly throughout the term of the contract in local venues and media distributed within Lynwood and surrounding areas. We would also like to advertise on the County's website if it is agreeable to the County.

We will utilize on-street flyers, visit educational facilities, hold job fairs, and conduct informational seminars focusing on career building as necessary. Although recruiting represents a critical element to of the operation, the key to success in the long run will be the actual hiring of a qualified workforce and then retaining those employees.

Transportation Concepts utilizes a thorough, six-step selection process in order to identify the right candidate to hire and train as a member of our team. The six steps include:

<p><u>Job Description</u></p> <ul style="list-style-type: none"> ◆ After filling out an application, an applicant is given a job description that describes in detail all of the aspects of the job. ◆ This lets the applicant know up front the requirements of the job and makes a statement very early on to the applicant about the importance of safety in the operation. 	<p><u>Application review.</u></p> <ul style="list-style-type: none"> ◆ This process includes statements by the applicant regarding their previous employment history, previous driving record history, any history of vehicle accidents, and any history of workplace injuries. ◆ This bring up potential 'red-flags' that may exist in an applicant's background as far as safety is concerned. 	<p><u>Motor Vehicle Record Check</u></p> <ul style="list-style-type: none"> ◆ Applicants are required to submit a current H-6 printout from the Department of Motor Vehicles, which details the applicants' driving record for the past ten years. ◆ Any applicant who is unable to produce the original H-6 document is not given further consideration for employment.
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<p><u>Interview</u></p> <ul style="list-style-type: none"> ◆ All of the supervisors who are responsible for interviewing are trained in specific questions to ask that, among other things, will identify an individual's safety awareness. ◆ The purpose of the interview is to add clarification and further detail to the information contained on the application form. ◆ Individuals who are able to follow directions and maintained satisfactory relationships with their former supervisors and coworkers, have been found to be strong candidates to become safe employees. 	<p><u>Reference Checks.</u></p> <ul style="list-style-type: none"> ◆ 3 most recent employers must be indicated on the application. ◆ They must sign an authorization form, which gives permission to their former employer to comment upon their performance as an employee. ◆ Any warning signs regarding the safe working practices of the applicant will raise serious questions as to their suitability as a Transportation Concepts employee. 	<p><u>Criminal Background Check.</u></p> <ul style="list-style-type: none"> ◆ All applicants who are required to complete a criminal background check. ◆ This check, conducted by the company in conjunction with InfoLink, will identify any criminal convictions that the applicant may have incurred. 	<p><u>Physical and Drug Test.</u></p> <ul style="list-style-type: none"> ◆ All Transportation Concepts employees must pass a physical examination and a drug screen prior to being accepted as an employee. ◆ The company's physical examination meets the Department of Transportation requirements and results in a DOT medical card. ◆ The company's drug screening program is conducted by US Healthworks and meets all Federal Transit Administration guidelines.
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Job Description

When an applicant arrives at Transportation Concepts to fill out an application for employment, they are given a job description that describes in detail all of the aspects of the job that the applicant will be expected to perform if they are selected for the position. This lets the applicant know up front the requirements of the job and makes a statement very early on to the applicant about the importance of safety in the operation.

Application review

The review of the application includes statements by the applicant regarding their previous employment history, their previous driving record history, any history of vehicle accidents, and any history of workplace injuries. This lets the supervisor who will review the application know about potential 'red-flags' that may exist in an applicant's background as far as safety is concerned.

Motor Vehicle Record Check

Each applicant is required to submit a current H-6 printout from the Department of Motor Vehicles, which details the applicants' driving record for the past ten years. Only original, current H-6 reports are accepted. Any applicant who is unable to produce this document is not given further consideration for employment.

Interview

All of the staff who are responsible for interviewing are trained in specific questions to ask that, among other things, will identify an individual's initial skills and more importantly their attitude towards passengers, peers and the service they were provide. The purpose of the interview is to add clarification and further detail to the information contained on the application form. Individuals who demonstrate during the interview that they are able to follow directions, have the ability to read and speak English sufficiently to fulfill all requirements of their position, and maintained satisfactory relationships with their former supervisors and coworkers successful pass the initial interview process.

Reference Checks

The applicants must identify on the application form their three most recent employers. In addition, they must sign an authorization form, which gives permission to their former employer to comment upon their performance as an employee. The employment references that each applicant identifies are contacted and questioned about the work performance of the applicant. Any warning signs regarding the safe working practices of the applicant will raise serious questions as to their suitability as a Transportation Concepts employee. All of the responses gained through these references are documented in order to provide organization and structure to the process.

Criminal Background Check

Each Transportation Concepts Operator providing service for the County must successfully pass the following nationwide background checks before hiring; these qualifications must also be maintained throughout employment.

- Must have five years of driving experience.
- May have one break or interruption in holding a valid license of no more than 90 days during the five-year period immediately preceding the submittal of an employment application. The break or interruption cannot be the result of a state having suspended or revoked the license and the candidate must still be able to demonstrate that they have a minimum of five years driving experience.
- No felony convictions.
- No more than two at-fault or preventable accidents in the last three years.
- No more than two convictions of moving violations in the last three years.
- When combined, no more than two incidents (preventable accidents or moving violations) during the last three years. The third such incident – whether a preventable accident or moving violation – constitutes grounds for termination.
- No record of DUI or DWI within the past 15 years.
- Not subject to outstanding warrants for arrest.

Physical and Drug Test

All Transportation Concepts employees must pass a physical examination and a drug screen prior to being accepted as an employee. The company's physical examination meets the Department of Transportation requirements and results in a DOT medical card. The company's drug screening program is conducted by US Healthworks and meets all Federal Transit Administration guidelines.

Selection Criteria

Once the employee completes the 6 steps, the following criteria is reviewed and must be met before employment is offered:

- Five years minimum driving experience, including a minimum three year U.S. residence.

- Minimum 21 years of age.
- Possession of all required licenses, including a Commercial Drivers License Class B driver's license.
- Have the ability to obtain the special permits and endorsements.
- Proven ability in the area of customer service.
- Be able to speak, write and understand English and possess the capability to perform simple mathematic functions.
- Provide proof of U.S. citizenship or legal alien status, must have lived in the United States for three years.
- No negative feedback on ex-employment references.
- Demonstrate compassion and sensitivity for customer service and passenger assistance.

Recruiting Contractor Employees

Transportation Concepts will hire as many of the current employees who are interested and qualified as possible in full compliance with labor code 1070.

Training of Employees

New Driver Training

Training, at Transportation Concepts, is a comprehensive program that encompasses new driver training, orientation to the safety policy of the company, and regular, ongoing in-service training for all existing employees. Using the company's proprietary Driver Training program, which has been developed using materials from the Transportation Safety Institute, APTA, The National Safety Council, ADA, and OSHA, the Transportation Concepts new driver training program provides both classroom and behind-the-wheel instruction.

The key elements in our operating procedures are the concern our professional bus operators demonstrate for the safety and comfort of their passengers, and the drivers' effective technical performance in operating the equipment. The initial training will be conducted by Herb Mundon during the transition phase of the contract. Mr. Mundon is TSI certified and we intend on having the designated trainers certified as well.

Certification Training

- 60 hours classroom instruction
- 40 hours Behind the Wheel training to include CDL and Revenue Training

This 100-hour new driver training course provides instruction in the following general areas:

- Driver Responsibilities and Procedures
- County and Company Policies and Procedures
- Public and Passenger Relations
- Passenger Sensitivity Training
- Lift Operation and Wheelchair Securement
- Defensive Driving
- Substance Abuse Program
- Map Reading
- CDL training
- Radio Communication
- Emergency Procedures
- Accident Reporting
- Passenger Loading and Unloading
- Fare Policy and Collection
- Driving Skills
- Vehicle Operations
- ADA Regulations

Sensitivity and Empathy Training

The sensitivity and passenger assistance techniques training program used by Transportation Concepts uses material developed by the Federal Transit Administration.

Sessions are held to enhance sensitivity to all our passengers including persons with disabilities, persons of all sexual orientations, cultural and racial minorities, seniors or elderly persons, and children, as well as to their fellow employees.

Role-playing is a very important part of the training program. Trainees actually participate in exercises designed to help them understand what it is like to be disabled. Examples of some of the roles acted out are; being blindfolded and having to maneuver about, being confined to a wheelchair, or attempting to communicate without being allowed to use your voice. These methods are particularly useful in having the trainees appreciate the constant challenges that face individuals with disabling conditions, whom they will need to serve.

Passenger Assistance Techniques

Transportation Concepts' current Sensitivity Training and Passenger Assistance Techniques program is a three-part program that includes classroom lecture; discussion, presentation and videos relevant to passenger assistance; and a "hands-on" practice applying classroom knowledge to practical situations. Professional trainers teach these techniques. This training includes consideration of appropriate and safe assistance to riders, both those who are ambulatory and those who use mobility aids, from the point of origin to their destination. The training includes assistance in boarding and alighting vehicles, lift use, use of mobility devices for transfer, and securement of mobility devices when required.

Defensive Driving

The defensive driving component of the training program is the National Safety Council's Defensive Driving Course. Films, tapes and lectures, as well as behind the wheel instructions are provided. The DDC-8 program provides training on vehicle breakdown and accident procedures, and emergency procedures and practices, including emergency vehicle evacuation. All drivers participate in our Defensive Driving Program, a portion of which is devoted to vehicle operation procedures in bad weather.

Transportation Concepts will provide, at a minimum, forty (40) hours of individual, behind-the-wheel non-revenue instruction to each revenue vehicle operator.

Non-revenue behind-the-wheel training shall include park-n-Rides, stations, deadheads, interlines, etc. This training shall provide the student the opportunity to learn (drive) as many of the routes included in the service package as possible and to gain a broad understanding of the County's service area.

Sample Training Program

Please see table below reflecting a sample training program.

Module	Objective	Resources	Comments
Orientation <u>Minimum Length:</u> 2 hours <u>Location:</u> Classroom	Introduce Operators to TC, County, and service	Handouts, videos	Goals and objectives of training course are reviewed; TC policies and services provided for County are reviewed; compensation is reviewed; paperwork is completed; training manual distributed; introduction to TC's safety philosophy; review of applicable laws and regulations; review of County scope of operations
Vehicle, Radio and Communication Familiarity <u>Minimum Length:</u> 4 hours <u>Location:</u> On Bus	To become familiar with features of the County vehicles	Pre-trip inspection form, handouts, Operator manual	Operators become familiar with features of the vehicles; learns how to use radios; learn how to use pre-trip/post-trip inspection forms; how to properly perform a thorough inspection; review of vehicle safety features; training in safe use of wheelchair lift/ramps and securement devices.
Vehicle Maneuvering <u>Minimum Length:</u> 20 hours <u>Location:</u> On Bus	To become familiar with maneuvering vehicles through obstacles and road situations that simulate County's service area	Handouts	Behind-the-wheel; begins in a confined area; then onto public streets; perform pre-and post-trip inspections, radio use; simulated boarding/de-boarding riders, passenger stops; learn fare media, report preparation; learn lift and securement use.
Passenger Relations/ Conflict Resolution <u>Minimum Length:</u> 4 hours <u>Location:</u> Classroom	Learn proper customer relations and conflict resolution techniques	Video, handouts	Operators learn how and why to be positive and make customers feel welcome; how to establish appropriate, professional boundaries with customers; avoid and curtail emotional escalation; how to interact with others in a mature, positive way.
Service Area Familiarization and Route Planning <u>Minimum Length:</u> 20 hours <u>Location:</u> On Bus	To become familiar with safely maneuvering the vehicles throughout the service area through normal and difficult conditions (such as detours or road closures)	Paddles, turn sheets,	Practicum on the entire service area. Specific route training on routes A, B, C & D. Discussion and behind-the-wheel practice operating bus in known difficult conditions such as high accident intersections, tight turns and poor road surfaces. Learn how to read schedules, practice schedule adherence, etc.
Disability Awareness and Communication <u>Minimum Length:</u> 8 hours <u>Location:</u> County, Classroom & On Bus	To learn ADA requirements; become familiar with transportation needs of people with disabilities	Handouts, guest lecturers, sensitivity exercises	Focuses on sensitivity and reviews the concerns, needs and challenges of seniors and persons with various physical, cognitive and mental disabilities. Review of the ADA included; involves "hands on" role-playing and empathy training where Operators experience what riders experience. Persons with disabilities present material and offer insight into their challenges.

Module	Objective	Resources	Comments
Passenger Assistance Techniques (PAT) <u>Minimum Length:</u> 6 hours <u>Location:</u> On Bus	Learn proper passenger assistance techniques	Video, handouts	Utilize different role-playing exercises to demonstrate proper rider assistance techniques; review of wheelchair design, lift operation, including loading, unloading and securement.
Back Injury Prevention <u>Minimum Length:</u> 2 hours <u>Location:</u> Classroom	Learn proper techniques for avoiding back injuries	Video	Reviews the anatomy and physiology of the back; teaches ways to prevent back injury, presents a back exercise program.
Defensive Driving <u>Minimum Length:</u> 8 hours <u>Location:</u> Classroom & On Bus	Learn principals of defensive driving	Video, handouts	Uses scenarios from past vehicle accidents; uses National Safety Council interactive video
TC and County Operating Rules & Procedures <u>Minimum Length:</u> 2 hours <u>Location:</u> Classroom	Know and understand rules & procedures for TC and County	Handouts	Reviews all operations & emergency procedures including accidents, customer emergencies and service disruption procedures. Review how to read/follow paddle. In this module, all trainees are required to obtain and sign for a copy of a policy and procedures manual.
Substance Abuse Prevention <u>Minimum Length:</u> 2 hours <u>Location:</u> Classroom	Learn TC's zero tolerance policy for substance abuse	Video, handouts	Review zero tolerance policy for controlled substance use; review the harm that may come to individuals that have a substance abuse problem.
Hazardous Substances & Emergency Preparedness <u>Minimum Length:</u> 2 hours <u>Location:</u> Classroom	Learn TC's policies for dealing with occupational Hazards and hazardous substances	Oral presentation and Handouts	Training is administered in compliance with OSHA's Occupational Exposure to hazardous substances.

As a new operator is trained, they progress to on the road training with a qualified driver trainer meeting the requirements as outlined above. This individual will reinforce the basics of defensive driving and the handling of the specific vehicle they will be operating. Time is also spent as a participant/observer.

Following are some of the components of the behind-the-wheel training program:

- Basic vehicle handling skills including; starting, stopping, turns, and backing
- Proper loading and unloading procedures.
- Proper lock-down (equipment) and securing procedures.

- Paperwork requirements.
- Specific route training.
- Providing passengers with courteous and comfortable transportation.
- Proper use of the radios.
- Care and maintenance of the vehicle and equipment, accident procedures, dress code.
- Special driving skills needed when transporting passengers.
- Special driving skills needed when driving in periods of rain and or unseasonable weather.

During the behind-the-wheel training program, the trainee, under supervision, performs all service driving, all paperwork and all radio communications.

Throughout the training program the qualified operator trainer is continually evaluating the performance and personalities of candidates in an effort to recognize the individuals who have the best chance to succeed. Not all people are able to deal with the demands of public transit. The behind-the-wheel portion of the training program can be a very useful mechanism for screening those individuals not suited for public transit service.

Transportation Concepts uses proven, effective, and up-to-date classroom procedures. By using these techniques, correct procedures are reinforced and become automatic, thereby, reducing the chance of error, particularly during emergencies.

This period may be extended if necessary to meet the individual needs and demonstrated skills of the new driver. During this span of time, the operator trainer completes a Driver Evaluation Form on the new driver, and meets with the new driver and the Project Manager at the end of this training phase to discuss the evaluation. Any deficiencies are noted and must be corrected before the driver is authorized to operate without the senior driver on board.

Transportation Concepts' training program exceeds the training standards established by all regulatory agencies. Our company's proprietary program uses materials from the National Safety Council, American Red Cross, and the Transportation Safety Institute. This comprehensive offering is another assurance that only the most qualified and knowledgeable operators are placed behind the wheel.

The hiring process requires the employee to provide a current (no more than 30 days old) H-6 DMV printout. This form details all activity on the driving record. Employees are screened for major offenses (i.e. DUI, reckless driving, unsafe driving, cited accidents) and

excessive moving violations. The new employee is enrolled in the DMV* Pull Notice Program that provides documentation of the employee's driving record on an annual basis.

Our drivers are often trained with endorsements exceeding the minimum requirements, as this allows more flexibility within our firms' operations. Operators are also required to maintain a current medical card. Our Training & Safety Department, led by Herb Mundon, Transportation Concept's Director of Safety and Training, keeps a database of all company drivers together with the expiration of licenses and endorsements, thereby assuring contract and legal compliance. We participate in the DMV Employer Testing Program and are in full compliance with their annual audits.

Transportation Concepts' on-going training program will ensure a safe operating environment and address unsatisfactory operator performance, provide refresher training and safety awareness for all operators, and provide training if an operator switches to a different size/type of revenue vehicle.

The company's training program also includes on going in-service training for all of the employees. This training includes monthly safety meetings, safety orientation for new employees, and retraining as necessary for employees who have been involved in accidents. All preventable accidents result in retraining for the individual in an effort to prevent recurrence of the accident. Training is customized for the individual based upon the nature of their infraction.

Transportation Concepts will provide a minimum of 12 hours refresher training per year. In addition, TC shall conduct a thorough in-service evaluation annually. If an operator is found to be deficient, we will then provide 8 hours of follow-up training in areas needing improvement.

In-service programs include the following subjects and materials:

- I. Defensive Driving
 - A. Film: National Safety Council
 - 1. Intersections
 - 2. Surveying the Road
 - B. Risk Index Program with Film
 - C. Holiday Driving

II. Passenger Relations

- A. Controllable - Film: NSC "What Happened?"
 - B. Uncontrollable - Film: "Violence on the Bus"
- III. Complacency
- A. Bad Habits - Review of disciplinary notices
 - B. Accident Prone Tendencies - Accident Review
 - C. Preventing Burnout - Film: "Preventing Burnout"
 - D. Stress Management - Film: "Stress Management"
- IV. ADA Regulations
- A. Film: Troubleshooting - Wheelchair Experience
Wheelchair Lift Failure on the Road
- V. Railroad Grade Crossing
- A. Outside Speaker: "Operation Life Saver"
 - B. DOE Manual Unit V - Pg. 44-54

Support Personnel Training

Transportation Concepts has defined our mission to be focused and customer oriented as well as to be the safest and most reliable supplier of high quality passenger transportation service. We understand that our greatest resources in fulfilling this mission are our employees. We believe that we must work through the first-line employees; our operators, staff, and mechanics, to provide the quality of service, safety, and professionalism that our customers expect. Our supervisor selection process is designed to identify employees who understand our mission and are committed to fulfilling its aims.

Managers and Supervisors

To achieve these goals, we must equip our first and second-level managers with leadership skills that they can use every day. Therefore, we have undertaken a training process to help

these managers develop the skills they need. Every supervisory employee receives "Interaction Management" training. This training develops the skills they need to coach, develop and lead others.

Managers receive training in such areas as:

- The foundation of leadership skills
- Reinforcing effective performance
- Coaching for success
- Improving work habits
- Resolving conflict
- Improving employee performance
- Using effective follow-up
- Maintaining improved performance
- Using effective corrective action

The training is set up in modules of varying lengths.

Dispatchers and Dispatch Supervisors

Transportation Concepts supervisor dispatchers receive job specific training. This training will include, at a minimum, the following:

- Prospective dispatchers will be required to demonstrate their ability to read, write, and understand English prior to final selection.
- Employees who have contact with the public complete a training program dedicated to customer service including such topics as: dissemination of important information to the public and employees, telephone etiquette and empathy training for dealing with accessibility issues.

- During the development of regular policies and procedures our local staff will develop training materials and procedures for dealing with any disasters or emergencies that may be unique to the areas where we are operating.
- Transportation Concepts also employs a training program for “interaction management” for all levels of supervision. This program provides a supervisor with communication tools to deal with problems encountered within the work place.
- Drug awareness seminars are also provided on a regular basis. All supervisors, operator trainers, extra board operators, field services supervisors as well as all management personnel must attend these informative classes on recognizing the substance dependent employee.
- All dispatchers and supervisors will also ride along on route several times, once as a regular passenger, once as an operator and finally, as a wheelchair passenger. This training will give the supervisor the insight necessary to properly communicate with all operators and passengers.

Maintenance Personnel

Transportation Concepts maintenance personnel also receive job specific training. This training will include, at a minimum, the following:

- Review of PM monthly (County and regulatory compliance).
- Contract compliance for safety, maintenance and cleaning.
- Minimum of 40 hours of certified training on specific bus components
- Parts inventory and vendors
- Service requirements
- ASE Certification training

Minimum of 8 hours training in each of the following:

- A/C Systems
- Suspension Systems
- Brakes
- Wheelchair lifts

- Doors and electrical
- Tune-up

Management Training

Transportation Concepts, under the direction of Mr. Rich Rogers, Chief Operating Officer, has established regular monthly one-day meetings for all key management staff. The intent of these meetings is to build camaraderie, communicate information on current company activity, educate on new laws, regulations and technology advancements, and, provide ongoing training seminars on topics such as:

- Teambuilding
- Time Management
- Human Resource Management
- Creating a Safe Workplace
- Excellent Customer Service

In fact, Mr. Connell has participated in several of these seminars.

Transportation Concepts uses the most effective, up-to-date, classroom procedures available. In this way, correct procedures are reinforced and become more automatic, reducing the chance of error, particularly during emergencies.

Operations Plan

On-Street Quality Control

TRANSPORTATION CONCEPTS SEEKS TO RAISE EMPLOYEE AWARENESS OF THE IMPORTANCE OF QUALITY CUSTOMER SERVICE. OUR POLICY IS DESIGNED TO IMPROVE SERVICE QUALITY, ENERGIZE AND MOTIVATE EMPLOYEES AND BOOST PASSENGER SATISFACTION!

Transportation Concepts will consistently strive to ensure quality service is provided in the operation of El Sol Shuttle Services. Here are some of the methods we utilize to ensure quality control and a higher level of customer service:

1. Customer Service Training

The Company's expectations are clearly articulated consistently. The company's primary objectives are to provide safe, courteous, professional and dependable service to every customer. Knowledge of these objectives is reinforced in training. Safety, attitude, on-time performance, customer relations, and appearance are all stressed as being our major focal points. On an ongoing basis, the company reinforces that our role is to serve our customers.

2. Monitoring by Supervisors and Managers

On street monitoring consists of road observations and unobserved checks. Road observations are unscheduled checks designed to monitor on-time performance, vehicle cleanliness, and safe and courteous driving. Further detail regarding on-street supervision is included at the end of this section.

3. Vehicle and Driver Appearance

Vehicle Appearance

The cleanliness of the vehicles that are used for the provision of transit service is an important indicator to the passengers of the quality of the service. Vehicle cleanliness will be monitored daily via rollout inspection. This inspection will consist of checking the vehicles and drivers to ensure that the appearance exceeds performance standards. This promotes a continual awareness for quality assurance.

Driver Appearance

Transportation Concept's employee uniforms consist of dark blue slacks, light blue uniform shirts with Transportation Concepts embroidered logos, dark blue jacket, black shoes and an employee identification tag, worn at all times on the front pocket area of the uniform shirt of jacket. Each employee will be required to be in full uniform at all times while in performance of their duties. Uniforms will always be clean, free of spots, and pressed, and consistent with County requirements to include valid identification.

4. Surveys

Passenger Surveys

Upon the approval of County staff, Transportation Concepts will implement simple passenger surveys on selected trips during specific periods throughout the year. The information received from these surveys can help to measure the riders' level of satisfaction.

Employee Surveys

Effective proactive relationships with employees are necessary to establish a mutual level of confidence and respect. Interpersonal communication that is open and honest is a necessary ingredient in order to form a trusting relationship. We have found that making our employees feel valued through the active participation of an employee survey is a strong motivator, which can help to heighten performance levels. An employee survey will be conducted annually.

Client Surveys

Receiving clear and honest feedback from our clients provides our organization with an additional tool to ensure we are on track towards our goal of 100% satisfaction. Mr. Rich Rogers, our Chief Operating Officer, conducts the survey on an annual basis. The survey is designed to provide feedback in both a quantitative and qualitative manner. Results of this survey are shared with the Manager and his or her staff. Any area not exceeding expectations is collectively discussed with a follow up action plan designed to bring about any needed improvements.

5. Customer Complaint Resolution

It is the responsibility of the Project Manager to work in partnership with the County to resolve passenger complaints. Once Transportation Concepts has been made aware of a complaint, either, through County staff, or, by the passenger directly, the Project Manager will initiate an investigation. Transportation Concepts will respond back to the passenger within forty-eight hours, specifically disclosing the action taken related to a valid complaint, or recommended actions if it is an invalid complaint.

The key to the effective handling of all passenger complaints is to be proactive. It is critical that the management team focuses its efforts toward the goal to consistently meet or exceed passengers' expectations of the service. TC looks at feedback from complaints as a valuable tool that permits us to measure our success toward attainment of our quality goals.

Dispatch & Road Supervision

Transportation Concepts' dedicated Road Supervisor will have overall responsibility for both dispatch and road supervision for the County services. Our approach to effective

supervision focuses on safe and effective operations primarily considering headways, quality assurance, and response time.

Dispatch

The focus of our Dispatch operation is to ensure quality service delivery. The Dispatch responsibilities are critical in the overall service provision. It is fundamental to ensure that dispatch has a clear understanding of associated duties. Transportation Concepts will have a dispatcher on duty during all revenue service hours. Dispatch is responsible for coordination and communications with vehicle operators. The purpose of dispatch is to communicate daily bus assignments, late pull-outs, detours, and other issues that could potentially effect service.

The individual dispatching is responsible for making sure all work is assigned timely, in accordance with the rules and procedures governing the assignment of work and overtime. This individual ensures Operators are in proper uniform, are fit for service, and are prepared to carry out their assignment.

Part of this function includes working to ensure that pre- and post-trip inspections are thoroughly performed and that only vehicles in a proper state of readiness are released into service. Dispatchers also coordinate with Maintenance for preventive/unscheduled maintenance and follow up to ensure that maintenance issues are addressed.

Supervision

The focus of our Supervisory function is also to ensure quality service delivery. This function includes regular on-street observation of the service to be carried out by the designated Road Supervisor.

In addition, Brian and Clay will have the ability to communicate with the vehicle operators via radio or cellular phone. Part of effective supervision includes directing the activities of the vehicle operators including on-time performance, maintenance and lift problems, accident investigation, assistance in disputes/incidents, determining and working with detours as well as additional duties as required.

Accident/Incident Investigations

The following description describes immediate activities related to accident/incident investigation specifically for the County's shuttle services. Our program will involve first and foremost a solid plan for accident prevention. In addition, we will implement formal procedures for accident response.

Accident/Incident/Safety Reports

Every accident and incident will requires a formal report and investigation.

Accident Reporting Criteria

Transportation Concepts will utilize the following reporting criteria:

Notice

- Contact with another vehicle or fixed object resulting in physical damage
- Event in which there is no potential for liability.

Accident

- Fatality
- Bodily injury to a person who receives immediate medical treatment away from the scene of the accident.
- One or more vehicle require towing from the accident scene
- Potential for liability exposure

Accidents involving the operation of a company insured vehicle must be investigated by a supervisor or a manager trained in accident investigation.

Accident Investigation Procedures

The procedure for investigating an accident is as follows:

1. Notification of accident
2. Gather information and determine status
 - Be sure Operator has secured accident scene, set warning devices, etc.
 - Be sure authorities have been notified (police, ambulance).
 - Is a replacement vehicle needed? If so, prepare to dispatch replacement vehicle.
3. Did the Accident Result in a Hazardous Material Spill?
 - This includes spilled or leaking fuel from the bus. If so, notify the appropriate person.

4. Determine if an Adjuster is needed.

- Did the accident result in a fatality

If yes:

- Notify Project Manager and the Director of Safety and Training
- Notify Insurance Claim office
- Did the accident result in an injury requiring treatment, or property damage in excess of \$500.00?

If yes:

- Follow normal accident reporting procedures with proper notification to Insurance Claim office for guidelines to determine the need for an adjustor

5. Complete Accident Report

- Conduct an interview with the Operator as soon as possible to gather the facts of the accident in detail.
- Complete an Accident Form, in detail, and distribute to proper personnel.

Accident Investigation Training

Employees responsible for accident investigation will undergo extensive accident investigation training. Training includes:

- Effective photography
- Witness testimony and the proper leading questions to ask
- Operator Testimony
- Policy or Highway Patrol interaction
- Effective paperwork procedures.

Vehicle Maintenance Plan

Transportation Concepts has a strong commitment to fleet maintenance based upon the precepts of preventive maintenance and has developed procedures to ensure vehicle maintenance quality and fleet longevity. All maintenance personnel receive specific

training from either the Maintenance Manager or other outside resources, on the TC maintenance program. We are fortunate to propose as the leader of our maintenance efforts for the County's services, Mr. Steve Madsen. Mr. Madsen is a veteran maintenance professional who is completely familiar with all policies and procedures relative to maintenance. Mr. Madsen will carry out maintenance procedures according to Transportation Concepts' standards in accordance with County requirements. In addition, Mr. Madsen will ensure that all employees reporting to him, meet TC and County requirements; and carry out maintenance functions to ensure safe and effective operations.

Under the oversight of Mr. John Seber, Transportation Concepts' Vice President of Maintenance, Mr. Madsen will supervise the maintenance staff and will ensure that all maintenance requirements of the contract are met. Mr. Madsen is well versed in all aspects of fleet maintenance and will work directly with Creative Bus Sales relative to the delivery of the vehicles and directly with the manufacturer relative to OEM requirements of the chosen fuel type.

Mechanics

Transportation Concepts has an A mechanic in place and on site to provide the necessary maintenance functions for this fleet.

Service Workers

The vehicle cleaning and service functions are performed by the Service Workers. These individuals wash the exterior of every vehicle that is used in service on a scheduled basis, or more frequently as needed.

Any maintenance personnel assigned to work on the County's buses will have a thorough knowledge of:

- ▯ Bus engines, transmissions, electrical, multiplex I/O electrical systems, electronic engine and transmission controls, hydraulic and air systems, engine cooling systems, radiators, passenger heating and cooling (A/C), and related mechanical parts.
- ▯ Methods and procedures used in servicing mechanical equipment.
- ▯ Bus chassis and bodies.
- ▯ Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.

- ▯ Decimals, fractions, and specifications related to bus mechanics.
- ▯ Specialized areas such as painting, upholstering, brake relining, air-conditioning, destination signs and wheelchair lifts.

Maintenance personnel shall be able to:

- ▯ Inspect bus engines, transmissions, and other related parts.
- ▯ Diagnose bus engine, transmission, electrical, multiplex I/O electrical, hydraulic, and air system problems and related parts.
- ▯ Repair bus engine, transmission, electrical, hydraulic, and air system problems and related parts.
- ▯ Document, on County-approved forms, all repairs performed.

Transportation Concepts' maintenance program consists of five primary components:

- **Vehicle Inspections**
- **Preventive Maintenance**
- **Vehicle Repairs**
- **Vehicle Cleaning**
- **Maintenance Record Keeping**

Vehicle Inspections:

Transportation Concepts requires all operators to complete a thorough pre-trip inspection prior to placing the vehicle into service, as well as a post-trip inspection at the end of each day. The inspections are performed and documented by the vehicle operator on a Daily Bus Report (DBR). If any defects are noted, a written record for use by the Maintenance Department is created. For defects needing immediate repair, the dispatcher or on-duty supervisor will contact the maintenance department to immediately make the repair so the vehicle can be released for service on time, or will assign a different vehicle for service.

These pre-trip and post-trip inspections are important to help ensure that service continues with the highest level of operating safety and to minimize service delays by identifying mechanical problems prior to the vehicle pulling into service.

Preventative Maintenance:

The company uses a series of preventative maintenance inspections, which are conducted at varying mileage levels depending upon the fleet type and contractual requirements.

The PMI Process is generally broke down as follows:

- Drive on inspection - This portion is utilized to check specific gauges, warning lights, indicators, driver area specific items, switches, windshield etc.
- Interior inspection- This portion is dedicated to inspecting floors, seats, windows, emergency window operation, lights, heat, vent and A/C operation, stanchions, safety equipment, registration and other required items.
- Exterior inspection- this portion will include the inspection of the exterior including body condition, tires, windows lights, bumpers, tires, rims, lift, interlock and other applicable items.
- Chassis inspection- This portion will include a thorough inspection of the undercarriage, suspension, brakes and look for leaks and perform various filter and fluid changes per specific PM type.
- Test drive- This portion is used to check for proper shift points, engine performance, braking etc.

Any defects noted during the process will be reviewed and safety items repaired before being placed back into service.

Transportation Concepts utilizes preventive maintenance programs based on OEM and Client specific requirements. Maintenance staff will perform the review of failed items in efforts to determine premature failure or to identify potential issues that can be added to the PMI process in efforts to schedule replacement cycles for specific items reducing vehicle road calls and improving proficiency.

All preventive maintenance will be performed at regularly scheduled intervals according to OEM standards for the fleet and specific fuel type.

All maintenance (including, but not limited to, vehicle PM inspections, brake inspections, lift inspections, major lift PM's, oil changes, engines washes, radiator cleans, interior cleans, upholstery shampoos, climate control inspections) will be tracked.

TC will maintain change out records for all components. This includes warranty repairs/replacements whether work is performed internally or through outside vendors.

TC will comply with all Federal, state and local exhaust emission requirements. In addition, a test shall be conducted on every diesel and gas powered vehicle to measure exhaust opacity annually or as needed for excessive emissions, due to mechanical failure, or as noted from third party observation.

All vehicles will have a valid annual DOT inspection and sticker in plain view from the outside of the vehicle at all times in accordance with DOT. In addition, all vehicles will have a valid vehicle registration and permanent license plates. All vehicles in revenue service will carry proof of insurance in addition to the current registration. All registration information will be copied to County for recordkeeping purposes.

Vehicle Repairs:

Transportation Concepts policy is structured to assure that quality and thorough repairs are made on all vehicles. Repairs will be thorough and performed to industry standards. Parts will meet and or exceed OEM specifications. Work orders will be used to document repair functions, diagnostics performed, itemized parts and fluids that were used.

TC will provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, and have available the necessary service facilities and equipment to perform the maintenance required for the operation of all County equipment.

Fueling will be carried out by the vehicle operators at the end of each service day. Transportation Concepts has identified fueling stations for both propane and gasoline that are strategically located on the return route to the operating yard. In the event the County chooses the propane option, Transportation Concepts will be putting a fuel tank on-site. In this case, fueling will take place in the yard at the end of each service day. A designated service worker will then fuel the vehicles.

All wheelchair lifts, ramps, tie-downs, and related equipment will meet ADA requirements and shall be inspected, serviced, and lubricated at intervals as necessary to insure that the wheelchair lifts and ramps are safe and fully operational before the vehicle is used in revenue service. Operator pre-trip inspections will be utilized to check lift operation before pull-out from the garage. If the lift is inoperable at the time of pull-out the bus shall be repaired or traded before pull-out.

All body damage, corrosion, stress cracking, and defects not covered by the original manufacturer will be repaired in a professional manner. All repairs and painting will be done in a professional manner.

Visibility for driver and passengers will not be obstructed, and glass shall be replaced when, pits, cracks, abrasions and/or scratches are excessive. Excessive rattles and other annoyances to passenger comfort shall be repaired.

All mechanical, electrical, multiplex I/O electrical, fluid, air, and/or hydraulic systems will be maintained in a safe and operating condition.

Heating and air-conditioning (A/C) (climate control) systems will be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service runs. TC will maintain the climate control system, heating and A/C systems, in an operable condition throughout the entire year. All Freon will be reclaimed and reused to the maximum extent practicable. TC will meet all Federal, state, and local EPA requirements related to freon.

Heating and Air Conditioning units will be inspected at a minimum every 3,000 miles. The following details this inspection:

- Inspect drive compressor belt for proper tension/wear
- Replace return air filter
- Monitor oil level
- Inspect control thermometer
- Check all wiring and connections
- Analyze system for proper operation
- Inspect Blowers for proper operation
- Inspect evaporator and condenser cores, clean if needed
- Check sight glass for proper refrigerant fill
- Check all lines

In addition, every 24,000 miles the following will be completed:

- Change filter dryer as specified by manufacturer
- Clean cores
- Torque component mounting bolts
- Inspect water control valve for proper operation
- Check condenser and evaporator for proper operation

Seats will be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage will be repaired in a professional manner. TC will replace seat covers and/or cushion materials which are worn or cannot be professionally repaired, using seat cover materials which are identical in design and color as those materials being replaced.

All seats will be free of excessive dust. Cushioned seats will be vacuumed at the 3,000 mile interval in order to keep dust to a minimum. All seats will be shampooed at the 24,000 mile interval.

Vehicle repairs are completed using the highest quality parts available. Transportation Concepts participates in a number of national parts programs, which allows significant time-savings in most cases. We employ a first-in and first-out inventory system. Spare parts inventory is based on a cost per vehicle system. Transportation Concepts will stock spare parts to meet preventative maintenance and inspection needs, graffiti and vandalism, electrical, wheelchair lift and other maintenance related items. Quantity is predicated on the item's failure rate. Transportation Concepts also takes into consideration the availability of local parts and suppliers. We utilize air-freight overnight delivery if a local supplier cannot meet our immediate need.

TC will establish and maintain an ongoing spare parts inventory right from the beginning sufficient to meet peak hour vehicle requirements.

All repairs will be made in accordance with applicable procedures listed in the vehicle manufacturer's maintenance manuals and shall comply with all local, state, and Federal regulations.

Vehicle Cleaning:

The cleanliness of the vehicles that are used for the provision of transit service is an important indicator to the passengers of the quality of the service. The exterior and interior cleanliness of the vehicle is readily noticed by the passengers and contributes greatly to their perception of the service quality. In order to address this critical service component, Transportation Concepts utilizes Service Workers, whose job it is to maintain

the consistent cleanliness of the fleet. The Service Workers will use a schedule to monitor the cleaning of the fleet and to ensure that each vehicle receives its' required cleaning.

On a daily basis, all vehicles utilized in revenue service will be swept and wiped. Every other day, TC Service Workers will perform washing and scrubbing of the full exterior, wheels, fuel-fill area, inside of all windows, scrubbing of oil or other excessive residue off the rear end; dusting or vacuuming of all seats, dashboard, stanchions and exposed surfaces; and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc.

All graffiti, interior and exterior, that is cleanable will be removed as soon as practicable. If the graffiti is obscene, or gang related, it will be removed immediately, or the vehicle shall not be used in revenue service until corrected. All seats will be dry when in revenue service.

Maintenance Recording System/Vehicle Maintenance Records:

The proper functioning of the maintenance department relies upon an accurate system of record keeping verifying the performance of the department. TC will maintain an up-to-date vehicle file for each vehicle which shall contain, at a minimum, the following information:

- a. Make
- b. Model
- c. Coach serial number/fleet number
- d. License number
- e. Date received
- f. Unit repairs
- g. Preventive maintenance "Inspection" reports
- h. Daily "Bus Condition" reports (Must meet DOT requirements)
- i. Work orders
- j. Component change outs (serial numbers for major components)
- k. Opacity tests

- l. Failure/Road call information
- m. Radio serial numbers (or replacements)
- n. Farebox serial number (or replacement)
- o. All warranty repairs, with appropriate serial numbers for major components (or replacements)
- p. Annual DOT inspection documentation

The preventive maintenance inspection reports will be kept for the term of the contract. Daily bus condition reports will be kept for a 90-day period, in accordance with DOT requirements.

Transportation Concepts' goal is to provide safe, clean and well maintained vehicles to our drivers and passengers. Our main objectives in the maintenance department are as follows:

- Perform quality service inspections meeting both OEM and Client expectations.
- To be proactive in addressing proper part replacement through identifying life expectancy of parts and incorporating replacement schedules as part of the PM process.
- Assure vehicles are clean.
- Stock a proper level of inventory to reduce down time.
- Assure quality parts are being utilized.
- Assure vehicles are safe and in compliance with state and local regulations.
- Track and keep accurate records.
- Keep road calls at a minimum.

Facility

Transportation Concepts is proposing to maintain and store system vehicles at an existing operating site strategically located at 3345 Medford Street in Los Angeles. This location is secure, paved, and well lighted. The building is zoned for this type of service, already equipped with an oil/water separator and more than sufficient electrical power. This

facility has ample parking space for both revenue vehicles and employees. A fully equipped maintenance shop is in place and operable.

The facility and lot offer easy access for vehicles with drive in bays. Maintenance will be performed in the warehouse where the maintenance offices are set up as well. Running repair, parts and tire storage, and maintenance equipment storage will take place here. We will provide all required lifts as well.

Transportation Concepts policy is to utilize products and materials that do not generate hazardous waste. However, in the event that we must have waste removed from the facility, it would be through an approved vendor.

The office building will house the management offices, training area, dispatch area, drivers room, restrooms (warehouse also has restrooms), and storage.

Safety

Overall Safety Record

As previously discussed, Transportation Concepts has approximately 15 separate contracts. Over the last three years, Transportation Concepts has achieved an Accident Frequency Rate (AFR) of 0.83 preventable accidents for every 100,000 miles operated.

Safety Program

The safety of our operations is Transportation Concepts' number-one priority. It is incumbent upon any provider of public transportation services to assume responsibility for safeguarding the passengers it transports. Transportation Concepts takes this responsibility very seriously and has implemented a comprehensive safety program to insure success in this critical area. The Transportation Concepts safety program to be implemented for County Services is comprised of these primary areas:

1. Recruiting/Hiring
2. Training
3. Policy Revision and Awareness
4. Monitoring
5. Substance Screening

Each of these components works in concert with the others to provide an overall framework for safety in the organization.

1. Recruiting and Hiring

The starting point for every Safety Program is the process of recruiting and hiring employees. Transportation Concepts believes that it is mandatory to hire individuals with demonstrative positive safety records in order to ensure employing safety-aware individuals. To this end, TC utilizes a thorough, process previously identified in order to identify the safety attributes of all its applicants.

2. Training

Training, at Transportation Concepts, is a comprehensive program that encompasses new driver training, orientation to the safety policy of the company, and regular, ongoing in-service training for all existing employees.

As stated previously in this section, Herb Mundon will initially direct the new driver training program, and ensure that training for all employees is being provided effectively. The comprehensive training program to be administered for the County services is also described earlier in this section of the proposal. The Transportation Concepts new driver training program provides both classroom and behind-the-wheel instruction focusing on safe driving habits and overall personal and organizational safety.

The company's training program also includes ongoing in-service training for all of the employees. This training includes monthly safety meetings, safety orientation for new employees, and retraining as necessary for employees who have been involved in accidents. All preventable accidents result in retraining for the individual in an effort to prevent recurrence of the accident. Training is customized for the individual based upon the nature of their infraction.

In-service training is provided to all of the employees through ongoing, monthly safety meetings. Topics covered in these meetings include:

- Review of the previous month's accidents
- Presentation of information regarding changes in the laws
- Presentations by guest speakers (railroad safety, etc.)
- Review of a section of the Defensive Driving Program

- Fire prevention and suppression demonstrations
- Inclement Weather Driving
- Discussion of the Substance Abuse Program
- Review of a section of the Transporting Passengers with Special Needs Program

The use of frequent guest speakers serves to keep these meetings informative and interesting. Attendance at the monthly safety meetings is mandatory and absence counts negatively toward an employee's attendance record. It is important that employees understand the necessity of safety awareness and are constantly encouraged to and are rewarded for being proactive in ensuring passenger safety.

A large part of training involves an incentive program that recognizes and rewards exemplary safety performance through such programs as our "Annual Safe Driving Recognition!" and Quarterly Safety Bonus Prizes. A customized program will be developed for the County services aligned with the goals and objectives outlined in the RFP.

3. Safety Policy Revision and Awareness

The effectiveness of any program is dependent upon the existence of a clear direction. This is particularly true in the area of safety. Transportation Concepts has adopted a safety policy statement that declares the following:

- Safety is the number-one priority of our operations
- Safety is everyone's Responsibility
- All accidents are preventable
- All unsafe acts and conditions must be eliminated to prevent accidents
- Safety is not simply another rule to follow, but a guiding principle for all aspects of quality service

Our Safety Program, based on these principles, is constantly being revised as Transportation Concepts formulates new and improved ways to motivate and reward employees for safety awareness. The more TC learns about Safety, that knowledge is infused into all levels of the organization

The corporate officers work diligently to ensure that everyone in the organization is supportive of and practicing the guidelines of the policy. The company's officers and managers encourage, motivate and stress to all employees the importance of everyone proactively involving themselves in safety considerations. Only through the acceptance of personal responsibility for safety will true success be attained.

4. Monitoring

A great promoter of awareness, Transportation Concepts utilizes a thorough system of monitoring to review, record and guarantee the effectiveness of the Safety Program. These operations and safety monitoring measures take many forms. Drivers' motor vehicle records will be monitored through the State of California's program, in which an updated MVR report is generated every twelve months, or whenever there is activity on an individual's record. This allows the company to always have an up-to-date report for each of the employees.

The safe driving and operating practices of the drivers are monitored through periodic observations in the field. These observations take the form of both observed (this is where the driver knows they are being monitored, for example, a ride-aboard evaluation with a behind-the-wheel trainer), and unobserved checks (this is where a supervisor watches a driver's practices without the driver knowing that they are being observed). All of these observations are documented and serve to provide valuable feedback to the employees regarding their performance. We like nothing better than to 'catch an employee doing something right' and to document this on an observation form as a form of an "atta-boy". Every Transportation Concepts manager and supervisor is charged with continually completing performance observations and is expected to observe and document the performance of the operators as they go about their normal daily routines.

Safety performance is also monitored in investigating, reviewing, compiling, and analyzing accidents. Every accident is thoroughly investigated by the Safety Department. The result of the investigation is a determination of preventability. Transportation Concepts defines a preventable accident as one in which the operator failed to do everything reasonably possible to prevent the accident. In the event that an accident is deemed preventable, the operator is scheduled for retraining in the area in which they were deficient. Typically, these accidents are also discussed at upcoming safety meetings so that the other drivers can learn from these previous mistakes. Periodically, the company's accident statistics are analyzed to determine if any trends are occurring. From these analyses, the training program, both for new drivers and in-service training, can be modified to address any areas of concern that may be identified.

5. Drug and Alcohol Screening

Transportation Concepts is committed to providing consistently safe and dependable transportation service to the passengers of the transit systems that it operates. In compliance with these goals, and with the Federal Transit Administration's requirements, the company has adopted a Drug-Free Workplace Policy.

The Screening Guarantee:

- To ensure that employees are not impaired in their ability to perform their assigned duties in a safe, productive and healthy manner.
- To create a workplace environment free from the adverse affects of drug and alcohol use and misuse.
- To prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances
- To encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

Transportation Concepts' Drug and Alcohol screening policy applies to all safety-sensitive and non-safety-sensitive Transportation Concepts employees, paid part-time employees and contractors when they are on TC property or performing any transit related business for TC.

All safety-sensitive and non-safety-sensitive employees shall be subject to the following testing:

- Pre-Employment
- Random
- Post-Accident
- Return to Duty (after Leave exceeding 30 days)

The combination of the implementation of a thorough safety policy, a recruiting and screening process that focuses on safety, a comprehensive training program, and a monitoring system to record and identify performance, results in a genuinely safety oriented company. The safety of the services provided by Transportation Concepts is acknowledgment of the success of the overall program.

FTA Security Awareness Training

In addition to administering the safety and training program for the County's Services, Mr. Herb Mundon will work with our Management Team in implementing a customized System Security and Emergency Response Plan according to FTA guidelines. TC will utilize FTA's "Threat and Vulnerability Identification, Assessment, and Resolution" as a guideline for this training.

Transportation Concepts takes the safety of our passengers very seriously. System security is critical to our success. Transportation Concepts is totally committed to ensuring a safe environment and will provide safe, secure, and reliable services to El Sol passengers. TC is equally concerned about the safety of our employees and the community in which we serve. Upon contract award, we will work in accordance with County guidelines as well as state and federal guidelines to develop a custom facilities security document that will provide guidelines for occupational safety issues, terrorist threats, local, state, or national emergencies, and on board threats.

As a result, Transportation Concepts vehicle operators and dispatchers will be trained to respond promptly, appropriately and safely to a variety of situations which might be encountered during the normal operation of a vehicle's route. Vehicle operators are trained to consider the safety and comfort of their passengers first and foremost. They are instructed to maintain radio contact with the dispatcher, to report all unusual incidents immediately, and to follow instructions from that Dispatcher. General emergency principles include such basic rules as avoiding disputes with passengers, maintaining a calm environment, and promptly requesting appropriate assistance.

System Management

Transportation Concepts offers a management approach that is specific to the needs of the County.

TC offers a local team lead by Mr. Brian Connell, an experienced and professional Manager. Our local team also includes a maintenance veteran, Mr. Steve Madsen, leading the maintenance effort. The local team will be thoroughly supported by our corporate staff to include the Director of Safety and Training, Mr. Herb Mundon, our COO Mr. Rich Rogers, and our Vice President of Maintenance, Mr. John Seber. Through this team, this service will receive extensive personal attention to ensure complete quality and satisfaction among the County staff and community members. Please see the attached organizational chart which depicts the reporting structure for this project. During start up, the following employees will be on-site as necessary for the transition period: our COO, Rich Rogers, our Vice President of Maintenance, Mr. John Seber, and our Vice President of Business Development, Sandi Schmidt.

Service and Staffing Plan

Brian Connell, Project Manager

Mr. Connell has over 11 years experience in transit management, and has been with Transportation Concepts since November of 1999. Mr. Connell has both fixed route and paratransit experience. He has been successful managing transportation services for the:

- City of Monterey Park
- City of Rosemead
- City of Alhambra
- City of West Covina
- City of Covina
- County of Los Angeles
- U.C.L.A

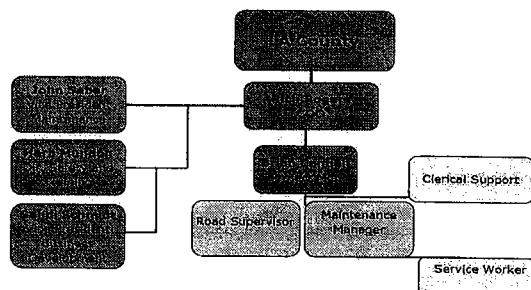
Brian will provide the necessary management oversight to the County Shuttle Service contract, directly supervising the training, driver scheduling and dispatching, maintenance and administrative functions to insure that service exceeds the County's expectations. His office is in close proximity to the service. Brian and his Operations Manager, Mr. Clay Bomar will alternately monitor the County's service in conjunction with the dedicated road supervisor and via radio. Mr. Bomar will also serve as Project Manager in Mr. Connell's absence. The County will have the ability to contact either Mr. Connell or Mr. Bomar via cell phone during all hours of service and after hours. A resume for Mr. Connell is included along with other support staff. Currently Mr. Connell oversees various employee shuttles and charter operations out of the proposed facility. He will be hiring a designated road supervisor, an additional A mechanic for the facility, and an additional service worker.

Job Descriptions - the table above provides brief job descriptions for the TC key management positions designated for this contract.

Job Description Summaries	
Job Title	Primary Responsibilities and Functions
<u>Project Manager</u>	<ul style="list-style-type: none"> ▪ Primary liaison to the County. ▪ Provides tactical and strategic planning for the County services. ▪ Overall responsibility for the County services, including safety, system performance, quality, adherence to all governmental regulations, and compliance with the County/TC – established standards and procedures. ▪ Ensures system is properly staffed given requirements and goals. ▪ Monitors service performance against set goals/targets. ▪ Prepares annual budget.
Road Supervisor	<ul style="list-style-type: none"> ▪ Assists Project Manager ▪ Ensures that the County's services are provided in a safe, reliable and timely manner. ▪ Oversees the day-to-day operations, including all personnel. ▪ Ensures that all customer service issues are responded to, resolved and reported in a timely manner. ▪ Oversees safety and training for all staff, including Operators and Dispatchers; ensures that refresher training and additional course work are provided as required. ▪ Submits formal reports of operations at specified intervals. ▪ Serves as Project Manager as required.
Maintenance Manager –	<ul style="list-style-type: none"> ▪ Oversees all maintenance activities for the County service. ▪ Ensures that the County's services are provided in a safe, reliable and timely manner. ▪ Responsible for technical guidance and proper training of maintenance staff. ▪ Identifies and resolves maintenance-related issues and problems. ▪ Provides maintenance reporting for the Project Manager and the County. ▪ Assists in recruiting and hiring of maintenance staff. ▪ Responsible for the oversight of facility maintenance activities.

The following project organizational chart depicts the facility staff that will provide the necessary project support for the addition of the county's El Sol Shuttle Services. We have determined that .6 of our Project Manager, .6 of a mechanic, .6 of a service worker, a road supervisor and 12 additional full time drivers will be added to support our facility staff as shown, with the addition of the county's shuttle services.

Project Organizational Chart



RICH ROGERS
CHIEF OPERATING OFFICER

EDUCATION:

- BA – University of Redlands

EXPERIENCE:

Transportation Concepts
Irvine, CA

Chief Operating Officer
2005 - Current

Duties: Overall responsibility for management, and operations of company transit services. Responsibilities include client liaison, new contract start-ups, management development, financial planning, system analysis, and overseeing management of all operations.

MV Transportation
Philadelphia, PA

Senior Vice-President
2004 - 2005

Duties: Overall responsibility for management, operations and business development of the company's Eastern U.S. Area. Responsibilities included business development, contract negotiations, client liaison, new contract start-ups, management development, financial planning and system analysis.

Los Angeles County Metropolitan Transportation Authority
Los Angeles, CA

Sector General Manager
2002 - 2004

Duties: Responsible for the administration, operation and planning of the Gateway Cities service sector. The Gateway Cities sector encompasses two operating divisions in downtown Los Angeles as well as a yet to be built third operating division. The sector is responsible for approximately 365 buses plus 43 contracted buses operating on 23 bus lines carrying 62.3 million boarding passengers a year.

Transportation Concepts
Irvine, CA

Vice-President
1999 - 2002

Duties: Overall management and operation of all transit, shuttle and paratransit contracts for the organization. Responsibilities include contract negotiations, client liaison, new contract start-ups, management development, financial planning and system analysis. Additional, provides operational oversight, contract compliance and customer satisfaction.

Laidlaw Transit Services/DAVE Transportation
Orange County, CA

Regional/Area General Manager
1996 - 1999

Duties: Overall management and operation of more than 40 transit and paratransit contracts throughout the Western United States. Responsibilities include contract negotiations, client liaison, new contract start-up, management development, budgeting, and system analysis. Provides operational oversight to ensure contract compliance and agency satisfaction.

DAVE Transportation
Rancho Santa Margarita, CA

Assistant Regional Manager
1994 - 1996

Duties: Directly responsible for the operations and administration of 5 operating divisions in Southwest region. Assist Vice President/Regional Manager with general management oversight of entire region.

DAVE Transportation
Santa Ana, CA

District Manager
1992 - 1994

Duties: Responsible for the management and operations of 5 fixed route and 5 paratransit services operated under contract to various clients from one division in Los Angeles County. Provided management support to 4 other operating division locations.

DAVE Transportation
Los Angeles County, CA

Division Manager
1990 - 1992

Duties: Division oversight of operations and maintenance for both several fixed route and paratransit contracts in Los Angeles County.

DAVE Transportation
Pomona, CA

Project Manager
1989 - 1990

Duties: Project management for 80-vehicle paratransit contract in Pomona Valley.

Mark IV Charter Lines
Irvine, CA

Site Manager/ Maintenance Manager
1988 - 1989

Duties: Effectively held both Operations and Maintenance Manager positions concurrently for 45 bus fixed route and paratransit service under contract with the Orange County Transportation Authority

Western Transit Services
Anaheim, CA

Site Manager/ Maintenance Manager
1987 - 1988

Duties: Effectively held both Operations and Maintenance Manager positions concurrently for 45 bus fixed route and paratransit service under contract with the Orange County Transportation Authority

Magic Carpet Transportation
Anaheim, CA

Maintenance Manager
1985 - 1987

Duties: Responsible for maintenance of 15-bus fleet under contract with the Orange County Transportation District

JOHN SEBER

VICE PRESIDENT OF MAINTENANCE

EDUCATION:

Indiana Business College - Associates of Applied Science
International Correspondence School - Associates Degree, 1997
Lincoln Technical Institute -- Associates Degree, 1987

EXPERIENCE:

Transportation Concepts
Irvine, CA

Vice-President
Present

Duties: Management of all vehicle maintenance programs for the organization. Responsibilities include performing audits of fleet, facilities, working with DOT in vehicle compliancy, hiring employees for maintenance positions, training and developing maintenance staff.

MV Transportation Inc.

Director Vehicle Maintenance
2001 - 2005

Duties: Responsible for overseeing 35 divisions, 1200 vehicles and over 130 million in annual revenue. Prepare, plan and organize new start up ventures. Establish local and national accounts. Prepare inventory criteria. Train and aid in repair of transit buses, school buses and general automotive. Develop and implement policies and procedures. Prepare budgets. Perform audits of fleet, facilities, safety and contract compliance. Work with DOT in vehicle compliancy. Work with vendors for contracting specific maintenance repairs. Establish new business ventures working with clients and vendors through creating proposals, interviews and presentations. Hire employees for specific positions, train and develop. Helped to increase total new business from 24 locations to 105 in the past four years increasing revenue from 26 million in annual revenue to 360 million. Prepare action plans to assure issues are addressed and resolved. Perform hands on work to help in all areas. Work with staff and VP's in reducing over all costs through planning, training, policies and employee interaction. Successful client interaction in resolving and meeting goals as well as developing new processes.

Indianapolis Public Transportation Corporation
Indianapolis, IN

Director of Vehicle and Facility Maintenance
1993- 2001

Duties: Responsible for a 7.3 million dollar budget staffed by seventy-three union employees and eight salaried employees. Responsible for 200 fixed and paratransit vehicles. Responsible for facility maintenance programs and over site of 9 acre facility. Developed and implemented seventeen training modules that allowed for full utilization of union staff. Initiated new and innovative safety programs for all employees leading to a decrease in insurance claims. Improved quality of working conditions through maintenance programs and procedures. Responsible for reducing inventory through planning and identifying ordering criteria. Responsible for Union relations, negotiations and contracts. Knowledge of FTA criteria and guidelines. Established bid specifications on a variety of bid openings. Reduced total department budget by \$250,000 through overtime reduction, reduced repeat work, safety programs, and preventive maintenance. Responsible for overseeing maintenance practices of three contracted pilot operations. Improved

road calls by 58%, reduced overtime by 21%, reduced parts costs by 23%, and reduced utility costs by 15%. Implemented preventive maintenance programs for the facility. Implemented safety meetings and inspections meeting OSHA requirements. Improved employee safety through cleaning and housekeeping procedures.

Tri-State Cardinal Coach
Cary, IN 1991 - 1993

Maintenance Supervisor

Duties: Directed seven maintenance employees. Performed maintenance and restoration of over the road coaches such as MCI, Prevost, GMC vehicles including painting, fabrication, welding, electrical, suspension and brake, body repair, engine and transmission rebuilding, and diagnostics. Implemented new procedures in general maintenance practices.

Paul Heuring Ford
Hobart, IN

Certified Technician
1989 - 1991

Duties: Performed computer diagnostics, rebuild of engine, transmissions, rear-ends, electric repair, alignment, inspections and other related repairs. Attended the Ford Motor Company training center in Chicago, Illinois. Responsible for customer relations when dealing with vehicle concerns

Kerr Neilson Buick
Gary, IN 1987 - 1989

Technician

Duties: Attended General Motors training facility in Chicago, Illinois. Completed apprentice programs and moved to line technician.

SANDI SCHMIDT
VICE PRESIDENT OF BUSINESS DEVELOPMENT

EDUCATION:

- BS – Niagara University
- MBA – University of Phoenix

EXPERIENCE:

Transportation Concepts
Irvine, CA

Vice President of Business Development
2006 - Current

Duties: Overall responsibility for strategic planning and growth objectives for the company. Responsibilities include targeting, market development, response to Requests for Proposals, creation of project budgets, community outreach, promotions, client liaison, and overall public relations efforts.

First Transit
Long Beach, CA

Director of Business Development
2001 - 2006

Duties: Responsible for growth and development of west region client base. Responsibilities included the preparation of technical proposals in response to solicitations, coordination of management teams, development of work plans and budgets, coordination with vendors for service and supplies, preparation of oral and written presentations, contract negotiations, and participation in industry related networking forums.

Multisystems
Cambridge, MA

Sales Manager
1999-2001

Duties: Responsible for the growth efforts of transit software products in the western United States. Duties included the development of sales plans, product demonstrations, compilation of technical and financial proposals, coordination of all marketing efforts, and direct implementation efforts.

First Transit (Ryder/ATE)
Cypress, CA

Director of Customer Development
1997 - 1999

Duties: Overall responsibility for customer care and business development. Responsibilities included contract negotiations, marketing and public relations, client liaison, market analysis, strategic planning, contract compliance and customer satisfaction.

Laidlaw Transit Services
Orange, CA

Marketing Manager
1993 - 1997

Duties: Overall responsibility for all marketing efforts. Responsibilities included the design and production of marketing materials, coordination of all trade show activities, planned promotional events, coordinated all publication and advertising efforts and prepared client correspondence.

Ryder/ATE (First Transit)
Long Beach, CA

Marketing Manager
1992 - 1993

)
Duties: Directly responsible for the development of marketing materials, public relations efforts, and coordination for participation in trade shows and industry related events; and performed all technical writing in an effort to secure new business.

Ryder/ATE (TC)
Long Beach, CA

General Manager
1991 - 1992

Duties: Responsible for the day to day management and oversight of an 8 vehicle commuter express transit operation in north Los Angeles County; also served as an Assistant General Manager, responsible for support and oversight of a 60 vehicle fixed-route shuttle operation in downtown Los Angeles.

Ryder/ATE (First Transit)
Long Beach, CA

Charter Sales Manager
1990 - 1991

Duties: Responsible for securing and managing transportation for chartered events throughout southern California.

HERB MUNDON

DIRECTOR OF SAFETY AND TRAINING

EDUCATION:

- Executive MBA – Pepperdine University
- Bachelor of Science in Business Management – Pepperdine University
- Total Quality Management Facilitator and Trainer
- MBA Strategic Planning Team Coach/Mentor – Pepperdine University

EXPERIENCE:

Transportation Concepts
Irvine, CA

Director of Safety and Training
October 1999-Present

Duties: Responsible for oversight of our vehicle operator training and company safety programs, as well as on-going management and supervisory development. Works in conjunction with Chief Operating Officer to ensure that client and company safety goals are consistently exceeded. Conducts quarterly Safety audits at each operating location and establishes working action plans for areas needing enrichment.

Laidlaw Transit Services (Formally DAVE)
Santa Monica, CA

Project Manager
October 1995-July 1999

Duties: Managed the daily operations of the City of Santa Monica Dial a Ride and TIDE Fixed Route services. Responsibilities included finance, accounting, human resources, contract maintenance, transit routes development, training, equipment and facility maintenance, and client satisfaction. Supervised 20 employees and 14 vehicles

DAVE Transportation Services, Inc.
Long Beach, CA

Project Trainer
March 1995-October 1995

Duties: Responsible for the hiring, training, certification and retraining of all vehicle operators. Conducted both classroom and behind the wheel components of vehicle operator training. Responsible for working with location staff in relation to safety awareness and training, maintaining all vehicle operators' training files and TO-2 forms, assisted all vehicle operators with GPPV, VTT, and other certifications as needed. Assisted General Manager in conducting safety meetings.

City of Hawthorne

Police Lieutenant
February 1973-January 1985

Duties: Prepared and administered preliminary and final operating budgets, introduced and implemented Total Quality Management (TQM) awareness and problem-solving concepts, training department heads and employees of the City. Developed and implemented a state-certified Field Training and Evaluation Program.

KARLA KLEMM
DIRECTOR OF RISK MANAGEMENT

EXPERIENCE:

Transportation Concepts
Irvine, CA

Director of Risk Management
2002 - Present

Duties: Overall management and direction of the corporations risk management functions including accident tracking, accident investigation, subrogation follow-up and representation at settlement mediation proceedings. Responsibilities also include annual insurance reprocurment proposals and administration

Airport Bus
Anaheim, CA

Human Resources Manager
2001 - 2002

Duties: Provided broad range of administrative support services including facilitation and implantation of company reorganization. Revised and administered DOT compliant drug & alcohol program. Addressed employee grievance hearings. Managed the screening, selection and scheduling of ticket agents.

Long Beach Transit
Long Beach, CA

Human Resources Specialist
1999- 2001

Duties: Responsible for the processing and screening of applicants for all open positioning with the agency. Maintained applicant Affirmative Action and Equal Employment Opportunity data. Management the recruiting advertising function. Coordinated job fairs, health fairs and driver rodeo events.

Airport Bus
Anaheim, CA

Human Resources Manager
1997 -1999

Duties: Responsible for all human resources functions including recruiting, hiring, file documentation, disciplinary actions, terminations and unemployment claims. Managed all workers compensation and auto liability claims.

DAVE Transportation Services, Inc.
Rancho Santa Margarita, CA

Risk Management Specialist
1987 - 1997

Duties: Responsible for maintaining insurance coverage for the company's 40 operating locations across the country. Monitored and investigated claims that contained questionable liability information. Managed all property damage claims under a large SIR program. Administered all subrogation files. Participated in development of company safety awards program.

BRIAN CONNELL

PROJECT MANAGER

EDUCATION:

- Business Administration- East Los Angeles College
- Transit Management Certification Program – Pepperdine University

EXPERIENCE:

Transportation Concepts
Los Angeles, CA

District Manager
July 2006-present

Duties: Responsible for the operations and management oversight of contracts operated in the Los Angeles and Orange County area. Oversee vehicles providing both fixed route and paratransit service. Oversee the activities of dedicated Managers involved with two operating locations. Overall responsibility for all aspects of the operation including finance, human resources, maintenance, system performance and client contract administration

Transportation Concepts
San Bernardino, CA

Project Manager
July 2005-July 2006

Duties: Responsible for the overall management of the Omnitrans Access service contract. Duties include contract compliance, monthly management reporting, and oversight of both the East Valley and West Valley locations. In addition, he was responsible for overall fiscal management, and annual budget preparation.

Transportation Concepts
San Bernardino

Site Manager
December 2003-July 2005

Duties: Responsible for the operations of the East Valley Omnitrans site. Duties included personnel management of approximately 60 drivers and 30 support staff, system reporting, and fiscal management.

Transportation Concepts
Los Angeles, CA

Project Manager
November 1999-December 2003

Duties: Responsible for the operational oversight of a 24 vehicle fixed route and express operation under contract with the Los Angeles Metropolitan Transit Authority. Managed all aspects of operations, maintenance, customer service, fare collection and finance, human resources, maintenance, system performance and client contract administration.

UCLA
Los Angeles CA

Transit Operations Manager
April 1999 –November 1999

Duties: Overall management and operation of fixed route and charter services for the UCLA campus. Responsibilities included personnel management, budgeting, financial analysis and system reporting responsibilities.

DAVE Transportation Services, Inc.
El Monte, CA

Project Manager
1994-1999

Duties: Responsible for the operations and administration of 12 fixed route and paratransit contracts within the Los Angeles County area. Managed all aspects of finance, human resources, maintenance, system performance and client contract administration.

Careline Ambulance
Riverside, CA 1990-1994
Operations Manager

Duties: Responsible for the day-to-day management of EMT associates. Duties included scheduling, performance appraisals and training of employees.

FTL Trucking
Commerce, CA 1987-1990
Supervisor

Duties: Responsible for the scheduling and loading of product deliveries. Supervised all activities associated with the loading of product merchandise.

Toys R US
Rosemead, CA 1983-1987
Operations Manager

Duties: Responsible for the daily scheduling and personnel management of retail store clerks. Duties included hiring and supervision of up to 200 temporary employees during peak seasons.

STEVEN MADSEN

MAINTENANCE MANAGER

EDUCATION:

Pierce Junior College
Interstate Training Service

EXPERIENCE:

Transportation Concepts
Sylmar, CA

Maintenance Manager
Present

Duties: Management of all vehicle maintenance programs for TC's Sylmar facility. Responsibilities include performing audits of the fleet, the facility, working with CHP, hiring employees for maintenance positions, training and developing maintenance staff.

United Auto and Truck
Sylmar, CA

Fleet Service Advisor
2005 - 2006

Duties: Responsible for all customer repairs, process of warranty work, overseeing 15 mechanics. Establish local and national accounts.

Carmenita Truck Center
Santa Fe Springs, CA

Service Advisor
2004-2005

Duties: Responsible for oversight for all customer repairs. Scheduled and managed a staff of 35 mechanics. Provided estimates and preparation of final billing.

Greyhound Lines
Los Angeles, CA 2002-2004

Maintenance Supervisor

Duties: Directed 25 maintenance employees. Performed maintenance and restoration of fleet to include preventive maintenance, engine and transmission rebuilding, brakes, air conditioning, and diagnostics. Responded to road calls and directed all maintenance action.

Renegade
Los Angeles, CA 1999 - 2002

Service Manager

Duties: Responsible for oversight of 9 mechanics and three supervisor trucks. Directed all maintenance action and repair. Served as primary point of service contact for all customers.

Prior to the above listed responsibilities in various aspects of maintenance, Mr. Madsen served as Shop Supervisor for 8 years at Progressive Fleet Services. In this capacity he was responsible for oversight of 15 mechanics. He lead all troubleshooting efforts, managed fleet accounts, and provided training for his staff. Prior to his service at Progressive Fleet, Mr. Madsen held the Lead Mechanic position at DART Transportation Services for 11 years where he worked on a mixed fleet of over 100 vehicles.

Mr. Madsen will have the required ASE certifications within the first 12 months of the contract.

PROPOSED SUBCONTRACTORS

Transportation Concepts has not proposed any subcontractors for the provision of this service. We will evaluate the efficiency of hiring subcontractors if there are any changes in the service requirements or at our operating facility. Any change of this nature would be discussed and approved by the County prior to implementation.

EQUIPMENT (PROPOSER PROVIDED VEHICLES)

Transportation Concepts is proposing vehicles as indicated in the specifications outlined in the RFP. Under the proposer provided vehicle option for this service Transportation Concepts will provide 6 brand new propane powered Aerotech 240's for the provision of this service. Gasoline would be the most cost effective option for the County and if the County wishes to go in that direction, Transportation Concepts would be willing to provide the County with revised pricing. We have included a detailed description of the vehicle with photographs as an attachment to this section. The proposed vehicle specification list demonstrates how the vehicles meet the communications requirements as outlined in the RFP documentation.

The vehicles will be available to start the service immediately.

Non - Revenue Vehicles

Transportation Concepts will provide one support vehicle for operations and one support vehicle for maintenance as necessary. These vehicles will be in place, licensed and registered, prior to service start.

Other Equipment

Transportation Concepts will also have in place prior to service start, all support equipment necessary for effective operations to include digital cameras and cell phones for the management team and supervisory vehicles, shop tools, office supplies, furniture, and equipment, a telephone system, copy machine, facsimile, computer equipment and related devices.

FINANCIAL STATEMENTS

Transportation Concepts has included the required financial statements in the front cover of each proposal binder.

LICENSES AND CERTIFICATIONS

Transportation Concepts obtain all necessary licenses and certifications for the operation of this service. All documentation will be available for the County to review. In addition, our maintenance manager will obtain all required ASE certifications within 12 months from the contract start.

INSURANCE

Transportation Concepts included a certificate of insurance to demonstrate our ability to provide the required insurance in the front cover of each proposal binder.

RECORD KEEPING

Transportation Concepts complies with all State and Federal labor regulations and record keeping requirements. Additionally, Transportation Concepts is intimately familiar with FTA Uniform Accounting and Reporting System of Accounts and with National Transit Database Reporting as it is required of all of our contracts. We believe that modern transportation management demands state-of-the-art reporting and information management systems. Knowledge is power, and it is our goal in every contract, to arm our customers with as much knowledge as possible, so that they may make the best decisions based on the most accurate information.

Employees for this service will report to work at the proposed operating location at Medford Street.

Each employee is required to punch in on a time clock and for this operation, the road supervisor will make a visual observation that the employee is there and prepared for the work day. At this point the Road Supervisor will have a back up list (hand written) that each employee has shown up for work on the specified date. The individual's work day begins when they actually start work activities. Our policy is such that you do not punch in until you are ready to start working.

Each employee's time card is maintained in the operating office and provided to payroll on a weekly basis (new time cards are issued each week). The time card is maintained daily. The Road Supervisor's hand written list is used as reconciliation against the time card. This reconciliation is conducted prior to providing time cards to payroll. This way, any discrepancies can be identified prior to payroll processing. Records are maintained in the operating office. A copy of records will be provided upon contract award. If the records reconcile, no further action is needed. However, if there is a discrepancy, an investigation takes place and once the cause is identified, an adjustment is made as necessary. If an adjustment is made, the employee must sign for it and the Project Manager must approve it.

Transportation Concepts works breaks into the official run cuts. Vehicle Operators have their break times scheduled into their runs for the day. For this project the Road Supervisor will maintain a break log. The break log serves as the supporting documentation along with the drivers daily schedule relative to breaks. The Road Supervisor will ensure that each scheduled break is being taken on a daily basis.

Accounting Systems

Transportation Concepts provides standard accounting policies, procedures, and processes to be implemented during system start-up periods. Of course, each location is unique and requires customized reporting formats, but the basic approach and basic categories apply to all locations and will be implemented at the Phoenix location.

The basic accounting functions that are addressed include:

Budget

Payroll

Accounts Payable

Accounts Receivable

Budgets

The company relies upon budgets to set the overall financial strategy and to allocate capital resources at each location. During start up, a formatted customized excel spreadsheet is developed based on the negotiated contract for budgeting purposes. Managers are provided detailed instruction as to how to complete the budget. Brian is already proficient in this area. The budget is referred to regularly as a check and balance to projections and cost effectiveness.

Payroll

This is a critical function to be handled during the start up of the operation. Each employee will have a profile prepared for them. Profiles are coded relative to wage levels, benefit levels, tax status, etc. Profiles are the responsibility of the Project Manager. We utilize ABRA Suite for payroll and through this system paychecks are automatically processed every two weeks. Total wages are calculated based on hours worked. This information is provided through the time cards submitted. Employees are paid for any travel time incurred while they are performing company business. This includes time to and from a route.

For this project, each employee under the Living Wage Ordinance will be a full time employee dedicated to this project. Therefore, they will not have varying wage rates. The

scenario relative to varying wage rates will not apply. In addition, in the event an employee had different wage rates for different services, there is a mechanism to set varying wage rates up through the payroll system. In addition, the service provided under a different wage rate would be noted on their time card and coded as such. In addition, overtime is paid at time and ½ for any shift over and above 40 hours worked in one week. This is also a mechanism integrated in the payroll system.

Accounts Payable

Transportation Concepts manages accounts payable through a system called MAS 200 made available through Sage Software Group. On a weekly basis, each location should be submitting batches to the Accounts Payable Section that include approved invoices for payment. It is crucial to follow this weekly schedule in order to get our vendors paid in a timely fashion and to provide accurate financial information. This process is critical to doing good business. In fact, if the County contacts our vendors, you will find that Transportation Concepts has an excellent track record in this area.

Accounts Receivable

It is company policy that all invoices must be sent to the customer no later than the 10th day of the month. Most customers prefer billing in a specific format. The desired format will be established during start-up and can be adjusted if necessary. We will utilize MAS 200 for Accounts Receivable processing.

Daily operations and Operator staffing information will be maintained in a Microsoft Access database that can be available on the County's network. The database will contain master lists of operating days, Operators, trips, routes, revenue vehicles and event codes. These tables will be used to provide data-entry control and the generation of reports keyed to a variety of control parameters.

REQUIRED FORMS

Transportation Concepts has included all required forms at the end of this section. Please note we have not submitted an application for exemption. In addition, we have not submitted any sub-contractor forms as it is non-applicable.

ADDITIONAL INFORMATION

There is no additional information we wish to present.



Creative Bus Sales, Inc.

www.creativebussales.com

(800) 326-2877 - Toll Free (909) 465-5529 - Fax

PROPANE OPTION PRICED
PROPOSAL

Transportation Concepts

2007 ELDORADO AEROTECH 240

LA County El Sol Shuttle

20 Passenger or 16 + 2 Wheelchairs

Chassis Features (Ford E-450/Superduty)

- ☐ 14,050 LB. GVWR
- ☐ 6.8L, Gasoline Engine
- ☐ Electronic Overdrive Automatic Transmission
- ☐ Power Steering
- ☐ Power Brakes
- ☐ Dual Batteries
- ☐ Voltmeter
- ☐ Front Air Conditioning, Heater And Defroster
- ☐ 55 Gallon Fuel Tank
- ☐ Twin I-Beam Independent Front Suspension
- ☐ LT225/75RX16D BSW All Season Radial Tires (6)
- ☐ Super Engine Cooling
- ☐ Full Instrumentation
- ☐ Seat Belt With Shoulder Harness For Driver
- ☐ Tinted Glass
- ☐ Intermittent Wipers
- ☐ Electric Horn
- ☐ Inside Hood Release
- ☐ Door Courtesy Light Switches
- ☐ 4.10 Ratio Rear Axle

Body Features: Aerotech 240

- ☐ Steel Reinforced Composite Body Construction
- ☐ Safety Stanchions
- ☐ 41" X 29" Tinted T-Slide Windows
- ☐ Fully Adjustable Track Seating
- ☐ Front And Rear Mud Flaps
- ☐ Driver's Control Console (In-Dash)
- ☐ 36" Entry Door
- ☐ Lighted Stepwell
- ☐ White Step Nosing
- ☐ Interior Courtesy Lights
- ☐ Steel Subfloor Structure
- ☐ 3/4" Exterior Grade Plywood Floor

13501 Benson Avenue • Chino, CA 91710-5231

Phone: (909) 465-5528 • Fax: (909) 465-5529 • www.creativebussales.com

Body Features: Aerotech 240 (Continued)

- ☐ Rubber Floor Covering
- ☐ Drive Shaft Guard, Heavy Duty Rear Bumper
- ☐ Entry Grab Rails With Modesty Panel
- ☐ 20" X 60" Rear Exit Window
- ☐ Driver's Sunvisor, Interior / Exterior Driver's Mirror
- ☐ Interior Safety Decals
- ☐ Number, Color, Function Coded Wiring
- ☐ Exterior Light Package

Additional Options Included In Pricing

- Perimeter or Forward Facing Seats Mid Hi Back Seats - Vinyl
- (2) Double Rear Flip Seats
- **200 Amp Alternator**
- Electric 36" Entry Door
- 80,500 BTU Air Conditioning System - Front/Rear
- 35,000 BTU Rear Heater
- Slide-Out Battery Tray
- AM/FM/CD with **PA System**
- **"Stop Request" System - Front/Side Electric Roller Signs**
- **Farebox w/2 Vaults**
- ILIS Gateway Electronic Interlock
- Back-Up Alarm
- Right and Left Entry Assist Rails, Overhead Grabrail
- Freedman Reclining Drivers Seat w/Lumbar and Armrest
- ADA Lighting/Signage
- Parts/Electrical/Operators Manuals on CD
- One Color White Exterior Body Color.
- Fire Extinguisher, First Aid Kit, Reflector Kit.
- F.O.B. Chino, Ca

Vehicle Price

\$ 60,108.00 - Vehicle Price

4,340.16 - Tax x 8.25% (\$52,608.00 Taxable Amount)

12.25 - Tire Fee

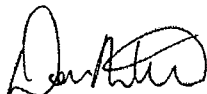
\$ 64,460.41 - Total (Does Not Include Applicable DMV Fee)

\$ 22,500.00 - Optional CNG 35gge (Plus Tax)

\$ 15,900.00 - Optional LPG 50gge (Plus Tax)

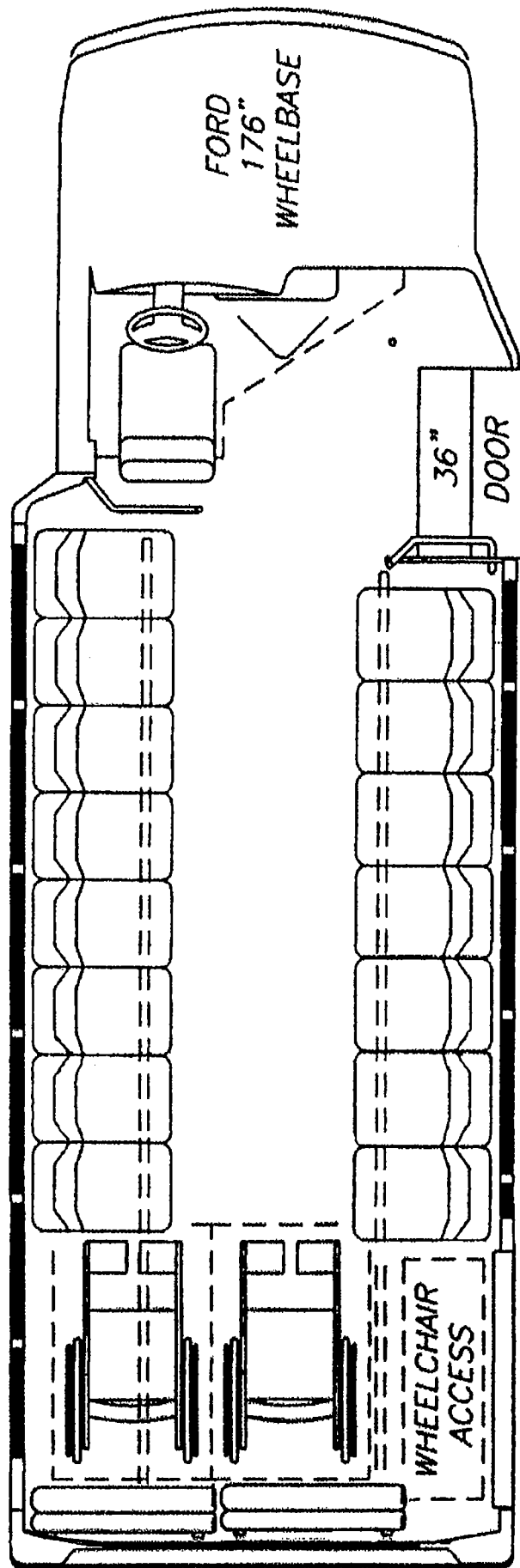
\$ 2,500.00 - Optional Methane Detection System (Plus Tax)

Don White



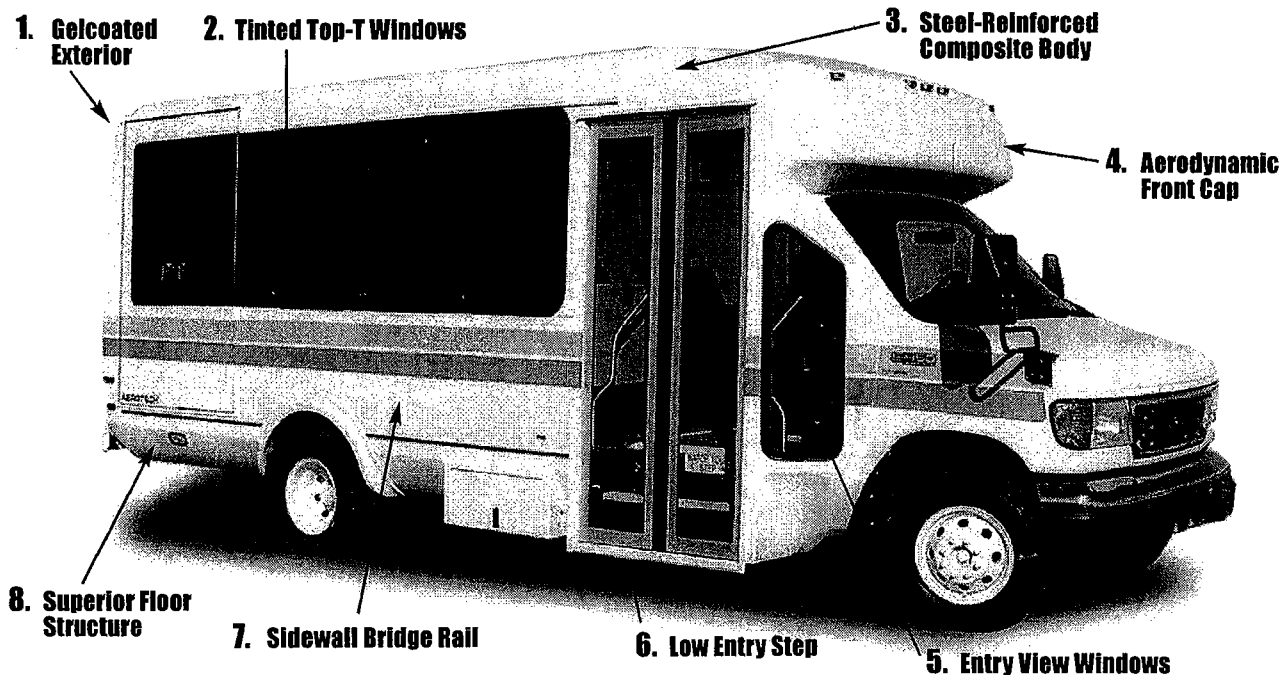
Creative Bus Sales

1-19-07



AEROTECH – Still #1

Here's why!



1. Gelcoated exterior maintains its new look for the life of the vehicle and absorbs temperature at a much lower rate than metal, making the bus easier to heat and cool.
2. Tinted windows with GL20 glass reduce heat, glare and ultraviolet rays. Vent panels at the top allow maximum ventilation and discourage passengers from placing hands or arms outside the vehicle.
3. Steel reinforced composite body has twice the strength-to-weight ratio of an all-steel frame structure. To demonstrate this superior strength, the Aerotech is the only commercial cutaway bus to be crash tested.
4. Aerodynamic front cap section accommodates all types of signage with letter height up to 12". Area can also provide a large, lockable storage compartment or additional passenger forward viewing.
5. View windows forward of entry door give driver over 2½ square feet of visibility of oncoming traffic or boarding passengers.
6. Low ground to first entry step with standard white step nosing allows easy and safe passenger entry and exit.
7. Our exclusive sidewall bridge rail provides superior side impact resistance while accommodating the standard track seating system.
8. Floor structure has been tested to measure flexural strength and load bearing capability up to 20 tons without appreciable deflection and no distortion. This means a longer vehicle life.

Call us - we'll tell you the rest.

800-850-1287

ElDorado 
National
 — a THOR company —



THOR
 AMERICA'S BEST BUS INVESTMENT

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 9670 Galena Street • Riverside, CA 92509 • (909) 591-9557
www.enconline.com

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION *N/A*

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194**):

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance—you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$8.32 per hour per employee**. *2.20 per addendum 1*

Health Plan(s): *Blue Cross*

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: <i>Transportation Concepts</i>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: <i>[Signature]</i>	DATE: <i>02/01/07</i>
PLEASE PRINT NAME: <i>Sandra Schmidt</i>	TITLE OR POSITION: <i>VICE PRESIDENT OF BUSINESS DEVELOPMENT</i>

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

SANDI SCHMIDT- VICE PRESIDENT OF
Print Name and Title BUSINESS DEVELOPMENT

TRANSPORTATION CONCEPTS
Print Name of Firm

02/01/07
Date

N/A
**COUNTY OF LOS ANGELES
 LIVING WAGE PROGRAM**

FORM LW-5

LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

N/A

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: TRANSPORTATION CONCEPTSName of Proposer's Health Plan: BLUE CROSSDate: 02/01/07

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS PLEASE NOTE THAT THE AMOUNT CONTRIBUTED BY TC REFLECTS THE LIVING WAGE REQUIREMENT	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium		PER MONTH	2.20 PER HOUR PER ADDENDUM 2
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 381.33	HEALTH PLAN DESCRIPTION ATTACHED
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 381.33	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 381.33	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 381.33	
Proposer's portion of above health premium payment			EMPLOYEE COVERS COST ABOVE PREMIUM
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	Y <input checked="" type="radio"/> N	\$	
Per Family	Y <input checked="" type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 1,000	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 3,000	
Any Lifetime Maximum?			
Per Person	Y <input checked="" type="radio"/> N	\$	
Per Family	Y <input checked="" type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	5 \$
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	outpatient is 100 \$
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	5 \$/visit (100 per year)
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	Y <input checked="" type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	5 \$/visit
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	35 \$/visit
Mental Health In-Patient Coverage	Y <input checked="" type="radio"/> N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	35 \$ / visit
Physical Therapy	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	5 \$ / visit (60 days)
Prescription Drugs	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	10 / 20 / 40
Routine Eye Examinations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Skilled Nursing Facility	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Surgery	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
X-Ray and Laboratory	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 10 DAYS.



Blue Cross HMOSM (CaliforniaCare) H1

Blue Cross HMO benefits are covered only when services are provided or coordinated by the primary care physician and authorized by the participating medical group or independent practice association (IPA), except services provided under the "ReadyAccess" program, OB/GYN services received within the member's medical group/IPA, and services for all mental and nervous disorders. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

HMO Benefits

Annual copay maximum: Individual \$1,000; Two-Party \$2,000; Family \$3,000

The following copays do not apply to the annual copay maximum:

- infertility services
- inpatient detoxification services

Covered Services	Per Member Copay
Inpatient Medical Services	
➤ Semi-private room or private room if medically necessary; meals and special diets; services and supplies	No copay
➤ Special care units	No copay
➤ Operating room and special treatment rooms	No copay
➤ Nursing care	No copay
➤ Drugs, medications & oxygen administered in the hospital	No copay
➤ Blood & blood products	No copay
Outpatient Medical Services <i>(hospital care other than emergency room services)</i>	No copay
Ambulatory Surgical Center	
➤ Outpatient surgery & supplies	No copay
Skilled Nursing Facility <i>(medical conditions & severe mental disorders limited to 100 days/calendar year)</i>	
➤ All necessary services & supplies <i>(excluding take-home drugs)</i>	No copay
Hospice Care <i>(Inpatient or outpatient services for members with up to one year life expectancy; family bereavement services)</i>	No copay
Home Health Care	
➤ Home visits when ordered by primary care physician <i>(limited to 100 visits/calendar year; one visit by a home health aide equals four hours or less)</i>	\$5/visit
Physician Medical Services	
➤ Office & home visits	\$5/visit
➤ Hospital visits	No copay
➤ Skilled nursing facility visits	No copay
➤ Specialists & consultants	\$5/visit
Short-Term Physical, Occupational, or Speech Therapy, or Chiropractic Care when Ordered by The Primary Care Physician <i>(limited to a 60-day period of care after an illness or injury; additional visits available when approved by the medical group)</i>	\$5/visit

Covered Services	Per Member Copay
Acupuncture	\$5/visit
Surgical Services	
➤ Surgeon & surgical assistant	No copay
➤ Anesthesiologist or anesthesiologist	No copay
General Medical Services	
➤ Diagnostic X-ray & laboratory procedures (<i>including mammograms, pap smears, & prostate cancer screening</i>)	No copay
➤ Radiation therapy, chemotherapy & hemodialysis treatment	No copay
➤ Prosthetic devices	No copay
➤ Durable medical equipment including hearing aids (<i>limited to \$5,000/calendar year</i>)	No copay
Health and Wellness Services	
Preventive Care	
➤ Complete physical exams & periodic routine checkups when ordered by the primary care physician	\$5/exam
➤ Well-baby & well-child care	\$5/exam
➤ Well-woman exams	\$5/exam
➤ Hearing exams	\$5/exam
Vision Exams	
➤ Vision screening from primary care physician (<i>vision screening covers evaluation only; diagnostic & treatment programs, including refractions, from an optometrist or ophthalmologist must be authorized by the primary care physician</i>)	\$5/exam
Health Education and Wellness Programs	
➤ Specified immunizations	No copay
➤ Allergy testing & treatment (<i>including serums</i>)	\$5/visit
➤ Instruction in health maintenance & wellness	No copay
➤ Health education programs	Possible charge
Emergency Care	
In Area (<i>within 20 miles of medical group</i>) and Out of Area	
➤ Physician & medical services	No copay
➤ Outpatient hospital emergency room services	\$100/visit (<i>waived if admitted</i>)
➤ Inpatient hospital services	No copay
Ambulance Services	
➤ Ground or air ambulance transportation when medically necessary, including medical services & supplies	No copay

Covered Services	Per Member Copay
Pregnancy and Maternity Care	
Office Visits	
➤ Prenatal & postnatal care	\$5/visit
➤ Complications of pregnancy or therapeutic abortions	\$5/visit
Normal Delivery or Cesarean Section, including:	
➤ Inpatient hospital & ancillary services, including routine nursery care	No copay
➤ Physician services (<i>inpatient only</i>)	No copay
Complication of Pregnancy or Therapeutic Abortion, including:	
➤ Inpatient hospital & ancillary services	No copay
➤ Outpatient hospital services	No copay
➤ Physician services (<i>inpatient only</i>)	No copay
Elective Abortions (<i>including prescription drug for abortion [mifepristone]</i>)	\$150
Genetic Testing of Fetus	No copay
Family Planning Services	
➤ Infertility studies & tests	50% of covered expense ¹
➤ Tubal ligation	\$150
➤ Vasectomy	\$100
➤ Counseling & consultation	\$5/visit
Organ and Tissue Transplant	
➤ Inpatient Care	No copay
➤ Physician office visits (<i>including primary care, specialty care & consultants</i>)	\$5/visit
Mental or Nervous Disorders	
Inpatient Care	
➤ Facility-based care (<i>preauthorization required</i>)	Not covered ²
➤ Physician hospital visits	Not covered ²
Outpatient Care	
➤ Outpatient mental health consultation (<i>limited to one visit/day & 20 visits/12-month period</i>)	\$35/visit ²
Acute Alcoholism or Drug Abuse	
Inpatient Care (<i>acute phase only</i>)	
➤ Inpatient detoxification for alcohol or drug dependence	\$100/day ¹

¹ Not applicable to the annual copay maximum

² These limitations, copays and benefit maximums do not apply to severe mental disorders, including schizophrenia, schizoaffective disorder, bipolar disorder, major depression, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia, bulimia, and serious emotional disturbances of children as defined in California state law (other than primary substance abuse or developmental disorder). Severe mental disorders are subject to the same copays and benefit maximums applicable to other medical conditions for covered services. In order to receive coverage, services must be rendered by a Blue Cross behavioral health provider. Please see the EOC for complete information.

This Summary of Benefits is a brief review of benefits. Once enrolled, members will receive the Combined Evidence of Coverage and Disclosure Form, which explains the exclusions and limitations, as well as the full range of covered services of the plan, in detail.



Rx 18 Three Tier Prescription Drug Benefits

Rx Benefits

At Blue Cross of California, we know that prescription drugs are the fastest-rising item of your total health care benefits cost. Reasons for the spiraling costs of prescription drugs are varied: a general increase of prescription medication use, an aging population, research and development of new medications and the expense of direct to consumer advertising. With prescription drug costs increasing at twice the rate of medical care, we developed ways to contain costs so your copays remain affordable, while maintaining your access to safe, effective prescription drugs. Our Prescription Drug Program provides you with choice, flexibility, affordability and access to an extensive network of retail pharmacies.

Getting a Prescription Filled at a Participating Pharmacy

To get a prescription filled, you need only take your prescription to a participating pharmacy and present your member ID card. The amount you pay for a covered prescription – your copay – will be determined by whether the drug is a brand-name or generic medication and whether it is a formulary or non-formulary medication.

A generic drug contains the same effective ingredients, meets the same standards of purity as its brand-name counterpart and typically costs less. In many situations, you have a choice of filling your prescription with a generic medication or a brand-name medication.

The formulary is a list of approximately 600 recommended brand and generic medications. These medications have undergone extensive review for therapeutic value for a particular medical condition, safety and cost. Copies of our formulary are furnished to your providers and are available online at bluecrossca.com under the Pharmacy section. You or your provider may also contact our Pharmacy Customer Service at (800) 700-2541.

The following chart illustrates the relation between drug type and your copay amount at a participating pharmacy:

Drug Type	Copay Amount
Generic	\$10.00
Brand name formulary	\$20.00
Brand name non-formulary	\$40.00

Finding a Participating Pharmacy

Because our huge pharmacy network includes major drugstore chains plus a wide variety of independent pharmacies, it is easy for you to find a participating pharmacy. You can also find a participating pharmacy by going to our Web site at www.bluecrossca.com.

An Extensive Network

Besides saving you money, our extensive network of pharmacies offers you easy accessibility.

- In California there are over 5,100 retail pharmacies. This accounts for nearly 95% of retail pharmacies in the state, including all major chains.
- Nationwide there are more than 61,000 chain and independent pharmacies.

Using a Participating Pharmacy

You can substantially control the cost of your prescription drugs by using our extensive network of participating pharmacies. Participating pharmacies have agreed to charge a discounted price or “negotiated rate” and pass along this savings to you.

Using a Non-Participating Pharmacy

If you choose to fill your prescription at a non-participating pharmacy, your costs will increase. You will likely need to pay for the entire amount of the prescription and then submit a prescription drug claim form for reimbursement. The pharmacist must sign and complete the appropriate section of the claim form to ensure proper processing of the claim for reimbursement.

Members that submit claims from non-participating pharmacies are reimbursed based on a **limited fee schedule**. The fee schedule may be considerably less than the cost of the medication. You are responsible for paying any difference.

The following chart illustrates potential increased out-of-pocket expenses for going to a non-participating pharmacy:

	Out-of-pocket costs using a participating pharmacy	Out of pocket costs using a non-participating pharmacy
Pharmacy's normal charge for brand-name formulary drug	\$50.00	\$50.00
You are responsible for:	\$20.00 copay	\$20 copay plus 50% of the limited fee schedule plus any amounts exceeding the fee schedule
Total out-of-pocket expenses	\$20.00	Expense varies based on the cost of the medication

You may obtain a prescription drug claim form by calling Pharmacy Customer Service at the toll-free number printed on your member ID card or by going to our Web site at www.bluecrossca.com.

Transportation Concepts

Road supervision to be handled
by Project Manager on Mon.

regarding driver health benefits - we calculated based on 2080 hours as per driver as oppose
our mistake, we ended up taking it directly off the bottom line

Road Supervisor benefits were distributed in Payroll taxes instead of health insurance

Position/Title**Hours Per Day**

(List each employee separately)	sun	mon	tues	wed	thurs	fri	sat	Hours Per Week	Annual Hours	Hourly Wage Rate	Annual Cost
Project Manager		2.41	2.41	2.41	2.41	2.41		12.05	626.6	\$31.25	\$19,581
Maintenance Manager		2.41	2.41	2.41	2.41	2.41		12.05	626.6	\$30.00 included in overhead	
Technician	2.41	2.41	2.41	2.41	0	0	2.41	12.05	626.6	\$20.00	\$12,532
Road Supervisor		0	8	8	8	8	8	40	2080	\$10.00	\$20,800
Drivers								0			
(Includes training wages and overtime)								0			
12 full time		86.74	86.74	86.74	86.74	86.74	60.7	494.4	25708.8	\$9.93	\$255,288
Comments/Notes	Total annual salaries										\$308,202
It should be noted that some of the positions listed	(1) Vacations, Sick Leave, Holiday										\$10,180
will be charged to overhead. This is done in	(2) Health Insurance **										\$61,135
an effort to be more competitive	(3) Payroll taxes and workers compensation										\$67,057
Also, health benefits are paid at 2.20 per	(4) Welfare and Pension										
hour per addendum 1	Total annual employee benefits (1+2+3+4)										\$138,372
	(5) Equipment Cost										\$97,560
	(6) Service and Supply Costs										\$139,172
	(7) General and Administrative										\$120,915
	(8) Profit										\$87,528
	Total annual other costs (5+6+7+8)										\$445,175
	TOTAL ANNUAL PRICE										\$891,749

All employees shown must be full time employees of proposer unless exemption to use Part-Time employees has been granted by the County

Maximum cost per health coverage is \$1.14 per hour if hourly wage rate is 8.32 and 9.46 unless exemption from living wage requirements

has been granted by the County
\$2.20 Per Addendum 1

The cost methodology is to show in detail how the proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used e.g. landscape maintenance laborer, working supervisor, etc. hours to be worked daily, weekly, and annually be each classification estimate annual payroll taxes, estimated annual allowances for vacation, sick, and holiday, health and welfare, and pension. Proposers cost for insurance, supplies equipment, overhead and any other miscellaneous cost. These costs plus gross labor costs and projected profit, should total the proposer's annual price as quoted in form PW-2, Schedule of Prices.

VERIFICATION OF PROPOSAL

FORM PW-1

DATE: 02/01, 2007

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: El Sol Shuttle Service

DECLARANT INFORMATION

3. NAME OF DECLARANT: TRANSPORTATION CONCEPTS

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: VICE PRESIDENT OF BUSINESS DEVELOPMENT

PROPOSER INFORMATION

6. Proposer's full legal name: TRANSPORTATION CONCEPTS INC

Telephone No.: 949-753-7525

Address: 12 MARCHELY BUILDING I IRVINE, CA

Fax No.: 949-753-7526

e-mail: schmidt@transportation-concepts.com

County WebVen No.: 05946501

IRS No.: 45-2909899

Business License No.:

7. Proposer's fictitious business name(s) or dba(s) (if any):

PARKING CONCEPTS INC

County(s) of Registration: ORANGE

State: CA

Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

Name of Proprietor:

☒ A corporation:

Corporation's principal place of business: CALIFORNIA

State of Incorporation:

CALIFORNIA

Year incorporated:

1974

☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts

President/CEO: GILL BARNETT

Secretary:

☐ A general partnership:

Names of partners:

☐ A limited partnership:

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☐ A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following: FIRM LISTED ABOVE

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes

If yes, name of parent firm:

State of incorporation/registration of parent firm:

11. Has your firm done business under any other name(s) within the last five years? ☐ No ☒ Yes

Name(s): PARKING CONCEPTS INC

Name(s):

If yes, please list the other name(s): No Name Change

Year of name change:

Year of name change:

CREATED NEW ARM OF CO.

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes

If yes, indicate the associated company's name:

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:

☒ (a) I am making these representations on my personal knowledge; OR

☐ (b) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent:

Date: 02/01/07

Type name and title:

SANDI SCHMIDT VICE PRESIDENT OF BUSINESS DEVELOPMENT

SCHEDULE OF PRICES

FORM PW-2

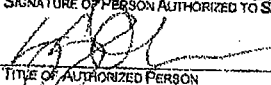
FOR

EL SOL SHUTTLE SERVICES (2007-PA001)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. Prices shall include overtime, holidays, administrative costs, salary and employee benefits, equipment, uniforms, etc. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	CONTRACTOR HOURLY VEHICLE RATE	ANNUAL PRICE
El Sol Service for 6 Contractor-Provided Vehicles	21,815 hrs/yr	\$ 40.88	\$ 891,797.20
El Sol Service for 6 County-Provided Vehicles	21,815 hrs/yr	\$ 35.91	\$ 783,376.65
Total Annual Proposed Price =			\$

REFLECT
PROPANE
OPTION

LEGAL NAME OF BIDDER		
TRANSPORTATION CONCEPTS INC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
		
TITLE OF AUTHORIZED PERSON		
VICE PRESIDENT OF BUSINESS DEVELOPMENT		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
02/01/07		
BIDDER'S ADDRESS:		
12 MAUEHLY - BUILDING I IRVINE, CA 92618		
PHONE	FAX	E-MAIL
949-753-7525	949-753-7526	sschmidt@

transportation-concepts.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>Transportation Concepts Inc.</u>			
Company Address: <u>12 MANLEY - BUILDING I</u>			
City: <u>IRVINE CA</u>		State: <u>CA</u>	Zip Code: <u>92618</u>
Telephone Number: <u>949-758-7525</u>			
(Type of Goods or Services): <u>CONTRACTED TRANSPORTATION SERVICES</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

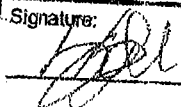
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>SANDI SCHMIDT</u>	Title: <u>VICE PRESIDENT OF BUSINESS DEVELOPMENT</u>
Signature: 	Date: <u>02/01/07</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Edmund D. Edelman Children's Council as Nitos Shuttle Service (2007-PA002)
 SERVICE BY PROPOSER: TRANSPORTATION CONCEPTS, INC.
 PROPOSAL DATE: 02/01/07

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).	See Attached Revenue List						
3. Number of fatalities.		11		11		11	
4. Number of lost workday cases.	0	0	1	0	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	15	16	7	5	3	46	
6. Number of lost workdays.	3	1	0	0	0	4	
	2055	2150	760	170	190	5325	

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TRANSPORTATION CONCEPTS
 Name of Proposer or Authorized Agent (print)

Signature

Date

02/01/07

PROPOSER'S DRIVER SAFETY RECORD

ENCLOSURE A

FORM PW-4.2

This information must be included by all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five (5) calendar years. Information for the current calendar year, prior to the date of proposal submittal, shall also be provided. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Proposer. The Proposer may attach any additional information or explanation of date, which he/she would like taken into consideration in evaluating this driver's safety.

The Proposer shall provide the number of National Transit Database (NTD) reportable accidents and fires, the total number of Revenue Service Miles during each of the last five years. The Proposer shall provide the cumulative number of of NTD reportable accidents and fires, and the total number of Revenue Service Miles during the past five calendar years. The NTD uses the Federal Transportation Authority's definition of a reportable accident, which is:

- Injuries requiring immediate medical attention.
- Property damage equal to or greater than \$7,500, including all damage (transit and non-transit) resulting from the accident.
- All non-arson fires that occur in a revenue service vehicle (operating in or out of revenue service).

Five-Calendar Years prior to Current Year

	2002	2003	2004	2005	2006	Total	Current Year
1 Total Bus Revenue Miles	13,445,942	11,947,138	7,910,003	1,249,853	6,136,104		NTD
2 Number of accidents/100,000 Revenue Miles	.73	.92	1.69	.79	1.12	.73	NTD
3 Number of Fatalities/100,000 Revenue Miles	0	1	0	0	0		NTD

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TRANSPORTATION CONCEPTS
Name of Proposer

12 MARQUETTE-BUILDING I
Address

IRVINE, CA 92618
City Zip Code

[Signature]
Signature

PSG 0008705
PUC Permit Number and Classification

949-753-7585 or
Telephone Number 562-433-6778

CONFLICT OF INTEREST CERTIFICATION

FORM PW-5

I, SANDI SCHMIDT

- ☐ sole owner
☐ general partner
☐ managing member

☒ President, Secretary, or other proper title) VICE PRESIDENT OF BUSINESS DEVELOPMENT

of TRANSPORTATION CONCEPTS

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed 

Date 02/01/07

PROPOSER'S REFERENCE LIST

FORM PW-6

PROPOSED CONTRACT FOR: Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (2007-PA002) - SEE ATTACHED LIST

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

Experience and Qualifications

Name and Address Of Operation	Name and Address Of Client	Contact Name & Phone Number	Scope of Services	Estimated Annual Value	Term of Contract
MTA Contracted Fixed Route North Region 12760 Foothill Blvd Sylmar, CA 91342	LACMTA One Gateway Plaza, Los Angeles, CA 90071	Mike Greenwood Director of Contract Services (213) 922-4807 (213) 922-4316 f	46 Vehicles 139,000 annual hours	\$7,000,000 TC collects 1.3 million/year fares counts/armored car pickup	8/2005 - 7/2010
Option One Mortgage Employee Shuttle 3 Ada Irvine, CA 92618	Option One Mortgage 3 Ada Irvine, CA 92618	Chris Selle Facilities Team Lead (949) 790-3940 (949) 790 7698 f	2 vehicles, 3,120 annual hours	\$208,000	05/2005 - current
Gateway Shuttle Service 7565 Irvine Center Drive Irvine, CA 92618	Gateway Inc, 7565 Irvine Center Drive Irvine, CA 92618	Don Forsyth Facilities Director (949) 471-7215 (949) 471-7020 f	1 vehicle, 1,500 annual hours	\$61,000	9/2004 - current
RTA Dial-a-Ride/Fixed Route Service 3750 Wentworth Hemet, CA 92545	Riverside Transit Agency 1825 Third Street Riverside, CA 92517	Larry Rubio CEO (951) 684-0850 (951) 565-5001 f	62 vehicles 168,000 annual hours	\$4,300,000 TC collected 350K /year counted/deposited	3/2000 - 6/2004
RTA Inland Empire Connection 3349 Massachusetts Riverside, CA 92507	Riverside Transit Agency 1825 Third Street Riverside, CA 92517	Larry Rubio CEO (951) 684-0850 (951) 565-5001 f	4 vehicles 6,672 annual hours	\$473,000	Mar 00 - June 04
Balboa Insurance Shuttle 3349 Michelson Drive Irvine, CA 92612	Balboa Insurance 3349 Michelson Drive Irvine, CA 92612	Sue Hansen Building Manager (949) 222-8200 (949) 222-8716 f	2 Vehicles 5,300 annual hours	\$258,000	1/2004 - 2/2005
Countrywide/Rosemead Shuttle 1515 Walnut Grove Blvd Rosemead, CA 91770	Countrywide Home Loan 1515 Walnut Grove Blvd Rosemead, CA 91770	Gary Hansen Security Manager (626) 927-3908 (626) 927-4563 f	4 vehicles, 8,500 annual hours	\$258,000	10/2002 - 4/2005

Name and Address Of Operation	Name and Address Of Client	Contact Name & Phone Number	Scope of Services	Estimated Annual Value	Term of Contract
Omnitrans Access/ Dial-a-Ride 234 S I Street San Bernardino, CA & 9421 Feron Blvd, Rancho Cucamonga, CA	Omnitrans 1700 West Fifth St San Bernardino, CA 92411	Frank Quass Operations Services Supervisor (909) 912-7416 (909) 379-7397 f	100 Vehicles 185, 000 annual hours	\$6,765,000	7/2001 - 6/2006
Corona Dial-a-Ride/ Fixed Route Service 730 Corporation Yard Way Corona CA 92880	City of Corona 730 Corporation Yard Way, Corona CA 92880	Robert Morin Transporation Planner (951) 736-2446 (951) 817-5730 f	14 Vehicles 30,500 annual hours	\$1,050,000 TC collects 150K/year fares Counts/deposits	11/2002 - 10/2007
Santa Monica Dial-a- Ride 1513 6th Street Santa Monica, CA	City of Santa Monica Big Blue Bus 1660 Seventh Street Santa Monica, CA 90401	Paul Casey Project Manager (310) 458-1975 (310) 581-2526 f	6 Vehicles 9,300 annual hours	\$480,000 TC collects 8K/year fares Counts/deposits	5/2004 - 4/2007
Desert Roadrunner Fixed Route and Paratransit Service 123 West Murphy Street Blythe, CA 92225	Palo Verde Valley Transit Agency 235 North Broadway Blythe, CA 92225	Les Nelson City Manager (760) 922-6161 (760) 922-4938 f	9 Vehicles 16,000 annual hours	\$450,000 TC collects 5.5K/year fares Counts/drops off at City	10/2003 - 6/2005
LAC & USC Shuttle Service 1950 Merengo Los Angeles, CA 90033	County of Los Angeles 1200 North State Street Los Angeles, CA 90033	Henry Omelas COO (323) 226-3162 (323) 226- 5905	5 Vehicles 17,260 Annual Hours	\$480,000	4/2002 - 3/2007

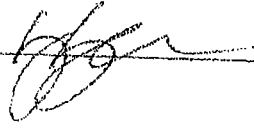
Name and Address Of Operation	Name and Address Of Client	Contact Name & Phone Number	Scope of Services	Estimated Annual Value	Term of Contract
Carson Circuit Fixed Route 535 E. Avalon Blvd. Gardena, CA 90248	City of Carson 701 E. Carson Street Carson, CA 90749	Martin Gombert Acting Director of Transportation (310) 952-1756 (310) 952-1783 f	10 Vehicles 30212 annual hours	\$1,550,000	07/00 - 1/04
Omnitrans Fixed Route Services 1989 Massachusetts Riverside, CA 92507	Omnitrans 1700 West Fifth St San Bernardino, CA 92411	Frank Quass Operations Services Supervisor (909) 912-7416 (909) 379-7397 f	23 Vehicles 75,000 annual hours	\$3,500,000	9/2003 - 8/2005
MTA Fixed Route Lines 608, 625, 626, & 646 525 E. Avalon Blvd Gardena, CA 90248	LACMTA One Gateway Plaza, Los Angeles, CA 90071	Mark Maloney Director of Contract Services (213) 922-4807 (213) 922-4316 f	11 Vehicles 30,500 annual hours	\$1,500,000	7/2002 - 7/2005
MTA Fixed Route Lines 218, 603, 605 & 625 3345 Medford St. Los Angeles, CA 90015	LACMTA One Gateway Plaza, Los Angeles, CA 90071	Mark Maloney Director of Contract Services (213) 922-4807 (213) 922-4316 f	32 Vehicles 85,000 annual hours	\$5,000,000	7/2002 - 7/2005
Monterey Park Spirit Fixed Route Services 3345 Medford St. Los Angeles, CA 90015	City of Monterey Park 320 West Newmark Avenue, Monterey Park, CA 91754	Amy Ho Transportation Manager (626) 307-1260 (626) 280-4537 f	9 Vehicles 17,500 annual hours	\$670,000	12/2001 - 6/2004
American Career College 3345 Medford St. Los Angeles, CA 90015	American Career College 200 East Baker Street, Suite 201 Costa Mesa, CA	Lejon Smith Director of Facilities and Planning 714-415-6500 ext. 4802	2 vehicles	\$250,000	9/2006 to present

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	TRANSPORTATION CONCEPTS INC
Address	12 MANCHLY BLDG - I IRVINE, CA 92618
Internal Revenue Service Employer Identification Number	

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	TRANSPORTATION CONCEPTS INC	
Authorized representative	SANDI SCHMIDT - VICE PRESIDENT OF BUSINESS DEVELOPMENT	
Signature		Date 02/01/07

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TRANSPORTATION CONCEPTS INC

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>see attached chart</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Philippine						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Philippine	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>VICE PRESIDENT OF BD</u>	Date: <u>02/01/07</u>
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EMPLOYER EQUAL EMPLOYMENT OPPORTUNITY (EE0) WORKFORCE PROFILE

PLEASE PRINT OR TYPE

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
Officials and Managers	86	27	3	27	14	0	6	1	7	1	0
Professionals	3	2	0	0	0	0	1	0	0	0	0
Technicians											
Sales Workers											
Office and Clerical	18	3	1	0	2	0	0	0	3	0	0
Craft Workers (Skilled)											
Operatives (Semi-Skilled)	1382	95	94	564	172	6	42	87	290	30	2
Laborers (Unskilled)											
Service Workers	49	4	4	34	4	0	0	0	3	0	0
TOTALS	1538	131	102	625	192	6	53	89	304	33	3

FIRM NAME: Transportation Concepts

GAIN/GROW EMPLOYMENT COMMITMENT


The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title VICE PRESIDENT OF BUSINESS DEVELOPMENT
Firm Name TRANSPORTATION CONCEPTS INC	Date 02/01/07

TRANSMITTAL FORM TO REQUEST AN ~~REP~~ SOLICITATION REQUIREMENTS REVIEW

N/A
A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. (Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

TRANSPORTATION CONCEPTS

Company Name

12 MARCHELY-BUILDING I IRVINE CA 92618

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

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(X)

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

Date

02/01/07

SANDRA SCHMIDT VICE PRESIDENT OF BUSINESS DEVELOPMENT
Name and Title (please type or print)

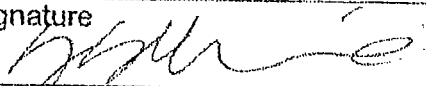
Displaced Transit Employee Declaration

In accordance with California Labor Code Sections 1070 through 1074, the County will give a preference to any proposer who declares that the proposer will retain the employees of the prior contractor and subcontractor on this form. The undersigned declares:

☒ that the proposer will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070 through 1074. If this box is checked, the 10 percent preference will be given.

OR

☐ that the proposer does NOT agree to retain the employees of the prior contractor or subcontractor for a period of 90 days pursuant to California Labor Code 1070 through 1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title VICE PRESIDENT OF BUSINESS DEVELOPMENT
Firm Name TRANSPORTATION CONCEPTS	Date 02/01/07

Bid Detail Information

Bid Number : PW-ASD 643

Bid Title : EL SOL SHUTTLE SERVICE (2007-PA001)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH - TOURING) CUSTOM

Open Date : 12/21/2006

Closing Date : 1/11/2007 9:00 AM

Bid Amount : N/A

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the El Sol Shuttle Services (2007-PA001). The total annual cost of this service is estimated to be \$888,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/elsolshuttle.pdf> or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP, including, but not limited to, a minimum of three years' experience in providing the same or similar fixed-route shuttle service for government agency(ies). This minimum of three years' experience requirement also applies to the Proposer's Contract Manager as well as to the Proposer's Maintenance Manager. Additionally, within 12 months of the date of hire or the start of the contract, whichever is later, the Proposer's Maintenance Manager shall obtain National Institute for Automotive Service Excellence (ASE) Certification in the T-8 Preventative Maintenance Inspection (Medium/Heavy Truck) aspect. The Proposer's Maintenance Manager shall maintain his/her ASE Certification throughout the term of the contract.

A Proposers' Conference will be held on Thursday, January 11, 2007, at 9:00 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, January 25, 2007, at 5:30 p.m. Please direct your questions to Ms. Schenk at the number above.

Contact Name : MS. LESLIE SCHENK

Contact Phone# : (626) 458-7334

Contact Email : lschenk@dpw.lacounty.gov

Last Changed On : 12/27/2006 11:31:11 AM

[Back to Last Window](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

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My County (WebVen) Vendor Number:

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<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):			<u>See attached chart</u>		
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff
	Male	Female	Male	Female	Male/Female
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

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Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>VICE PRESIDENT OF BD</u>	Date: <u>02/01/07</u>
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EMPLOYER EQUAL EMPLOYMENT OPPORTUNITY (EE0) WORKFORCE PROFILE

PLEASE PRINT OR TYPE

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
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Professionals	3	2	0	0	0	0	1	0	0	0	0
Technicians											
Sales Workers											
Office and Clerical	18	3	1	0	2	0	0	0	3	0	0
Craft Workers (Skilled)											
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FIRM NAME: Transportation Concepts